Intervenors
dismissed 20-1114 Judge Davis
Apr 10

TRANSCRIPT OF RECORD.

SUPREME COURT OF THE UNITED STATES.

No. 241.

THE CITIZENS' BANK OF LOUISIANA, PLAINTIFFS IN ERROR,

vs.

THE UNITED STATES.

No. 242.

THE MERCHANTS' BANK OF NEW ORLEANS, PLAINTIFF IN ERROR,

vs.

THE UNITED STATES AND WRIGHT R. FISH.

No. 243.

F. A. MARCUARD, PLAINTIFF IN ERROR,

vs.

THE UNITED STATES.

IN ERROR TO THE CIRCUIT COURT OF THE UNITED STATES FOR THE DISTRICT OF LOUISIANA.

Oct. Term 1873

FILED NOVEMBER 12, 1872.

SUPREME COURT OF THE UNITED STATES.

No. 241.

THE CITIZENS' BANK OF LOUISIANA, PLAINTIFFS IN ERROR,

vs.

THE UNITED STATES.

No. 242.

THE MERCHANTS' BANK OF NEW ORLEANS, PLAINTIFF IN ERROR,

vs.

THE UNITED STATES AND WRIGHT R. FISH.

No. 243.

F. A. MARCUARD, PLAINTIFF IN ERROR,

vs.

THE UNITED STATES.

IN ERROR TO THE CIRCUIT COURT OF THE UNITED STATES FOR THE DISTRICT OF LOUISIANA.

INDEX.

	Original.	Print.
Petition of John Slidell for writ of error and order thereon	1	1
Petition of the Citizens' Bank of Louisiana for writ of error and order thereon	2	1
Petition of F. A. Marcuard for writ of error and order thereon	3	1
Petition of the Merchants' Bank of New Orleans and order thereon	5	2
Writ of error of John Slidell	7	3
the Citizens' Bank of Louisiana	8	3

	Original.	Print.
Writ of error of F. A. Marcuard	10	4
the Merchants' Bank of New Orleans	12	4
Citation in error and marshal's return	14	5
Citation in error and marshal's return	16	5
Citation in error and marshal's return	19	6
Citation in error and marshal's return	21	7
Citation in error and marshal's return	23	8
Transcript from the United States district court	23	8
Libel and description of property	25	9
Order of publication	51	16
Admiralty warrant and marshal's return	53	17
Intervention of John Arrowsmith	55	17
Citizens' Bank of Louisiana on stock note	62	19
same on a letter of credit	66	21
Document "A," stock note	73	23
"B," act of mortgage from John Slidell to the Citizens' Bank	74	23
"C," act of mortgage from John Slidell to the Citizens' Bank	83	26
"D," furnishing of stock note (act)	92	29
"E," letter of credit	96	30
"F," account	98	30
"H," press copy of letter from Marcuard to the cashier of the bank	98	31
"I," press copy of letter from same to same	99	31
"G," act of mortgage from John Slidell to the Citizens' Bank	100	31
Intervention of F. A. Marcuard	106	33
Document "A," act of mortgage under private signature, and power of attorney from John Slidell to E. Rousseau	115	35
Document "B," letter from Eugene Rousseau to Major-General Banks	134	41
Document "C," letter from quartermaster to Eugene Rousseau	137	42
Document "D," letter from Eugene Rousseau to quartermaster	138	43
Statement of rent-notes, &c	142	44
Account of F. A. Marcuard	145	45
Pamphlet filed to intervention of John Arrowsmith	145	45
Affidavit for a commission	155	48
Affidavit for a commission	156	48
Exception to intervention of John Arrowsmith	157	48
Answer to John Arrowsmith's intervention	159	49
Exception to intervention of the Citizens' Bank of Louisiana	164	51
Answer to intervention of the Citizens' Bank of Louisiana	167	52
Exception to Marcuard's intervention	173	53
Answer to Marcuard's intervention	175	54
Submission of motion for commission	180	55
Motion for a commission	181	55
Motion for a commission and submission	182	56
Intervention of Nicholson & Co	183	56
Order refusing commission to Marcuard	188	57
Citizens' Bank	188	58
Testimony of W. H. Henderson	189	58
Default	190	58
Testimony of Numa Lacoste	191	59
Intervention of the State of Louisiana	192	59
Exception to claim of Nicholson & Co	198	61
Answer to same	200	61
Order substituting H. F. Deblieux as counsel for the Citizens' Bank	205	63
Testimony of Joachim Kohn	206	63
F. B. Charpam	206	63

	Original.	Print.
Testimony of Oscar Bercier	207	63
Minute of evidence on trial	209	64
Decree of condemnation	209	64
Order fixing cause on interventions	211	65
Notice to attorneys	211	65
Interrogatories to Nicholson & Co	212	65
Arrowsmith	219	67
Note of evidence	224	69
Document 1 offered by Marcuard	224	69
Document 2 offered by Marcuard	229	70
Note of evidence	229	70
Document "A," offered by Nicholson & Co	230	71
Document "B," offered by Nicholson & Co	230	71
Document "C," offered by Nicholson & Co	231	71
Documents "D" and "E," offered by Nicholson & Co	244	75
Document "F," offered by Nicholson & Co	246	75
Document "G," offered by Nicholson & Co		
Transfer of N. Stephens to Nicholson & Co	247	76
Testimony of James Graham	252	78
J. Q. A. Fellows	253	78
Hearing and continuance	254	78
Minute of evidence	256	79
Testimony of John W. Madden	256	79
Alfred Shaw	258	80
Eugene Rousseau	259	80
Affidavit of Hugh Madden	260	80
General order No. 73	261	81
Hearing and continuance	262	81
Writ of venditioni exponas	263	81
Marshal's return on same	265	82
Certificate of recorder of mortgages	296	92
Copy of act under private signature as recorded in the mortgage office on July 29, 1862, in book 78, folio 380	306	94
Copy of act under private signature as recorded in the mortgage office on August 9, 1862, in book 78, folio 387	311	96
Supplemental petition of the Citizens' Bank of Louisiana	317	98
Document "K," referred to in supplemental petition	318	98
Document "L," referred to in supplemental petition	319	98
Document "M," referred to in supplemental petition	319	98
Testimony of Eugene Rousseau taken in open court	320	99
On claim of Citizens' Bank	323	100
Intervenors offered in evidence stock note "A," act "B"	323	100
Acts "C" and "D," and bills premium, "F," "G," and "H." (See pages 73, 74, 83, 98, 100,		
Eugene Rousseau sworn for the bank	323	100
Document 1-bis is copied at page 96, (document "E")	325	100
Document 2 is copied at page 100, (document "G")	325	100
Document 3, power of attorney from John Slidell to T. A. Clarke and Thomas L. Payne	325	100
Document 4, resolution adopted by the president and directors of the Citizens' Bank	327	101
Document 5, statement of amount due; copied at page 98, (document "F")	331	102
Documents 6 and 7, press copies copied at pages 98, 99, ("H" and "J")	331	102
Document 8, oath of Eugene Rousseau	331	102
Document 9, oath of Eugene Rousseau	332	102

	Original.	Print.
Document 10, receipt of John Slidell to Marcuard & Co	332	102
Document 11, receipt of same to same	333	103
Document 12, receipt of John Slidell to Marcuard & Co	333	103
Document 13, receipt from same to same	334	103
Document 14, letter from Marcuard & Co. to the cashier of the Citizens' Bank	335	103
Hearing and continuance	336	104
submission	336	104
Intervention of Myra Clark Gaines	337	104
Answer of Nicholson & Co. to interrogatories	343	106
Judgment in favor of the Citizens' Bank of Louisiana upon stock note	348	107
Judgment in favor of Nicholson & Co	352	108
Notice of trial of intervention of Mrs. Gaines	352	109
Note of evidence of Mrs. Gaines	353	109
Judgment in favor of Mrs. Gaines	356	110
Intervention of Huppenbauer	358	110
Note of evidence on same	363	112
Testimony of Charles Opferle	363	112
Order on claim of Huppenbauer	364	112
Document and claim of Mrs. Daveren	365	112
Order suspending the sale of two lots	367	113
Intervention and claim of the Merchants' Bank of New Orleans	368	113
Order on said intervention	371	114
Judgment in favor of Mrs. Orton	372	114
Petition of S. Swoop to arrest sale	373	115
Order on same	377	116
Documents attached to said petition	378	116
Document attached to said petition	386	118
Rule taken by John Davies on the district attorney and the marshal	389	120
Order on said rule	391	120
Testimony of Rudolph Pfefferle in favor of Huppenbauer	392	120
Judgment dismissing claim of the Citizens' Bank for 100,000 francs	396	122
Judgment dismissing the claim of Marcuard for 252,573.34 francs	397	122
Testimony of Joseph Jouett, in favor of Huppenbauer	398	122
Claim and intervention of Huppenbauer, submitted by consent	401	123
Rule of N. W. Fowler on the United States marshal *et al*	401	123
Petition of appeal of F. A. Marcuard	404	124
Order granting appeal	406	125
Petition of appeal of the Citizens' Bank	407	125
Order granting appeal	409	126
Appeal bond of Marcuard	410	126
Appeal bond of Citizens' Bank	412	127
Citation of appeal of Marcuard and marshal's return thereon	414	127
Citation of appeal of Citizens' Bank and marshal's return thereon	416	128
Answer to rule of N. W. Fowler	418	128
Exception of J. M. Burchard to rule of N. W. Fowler	419	129
Order rule discharged	420	129
Order dismissing claim of Huppenbauer	422	130
Rule on the marshal *et al.*, by Huppenbauer	422	130
Order continuance of rule	424	130
Agreement as to transcript	425	131
Order fixing trial of intervention of the Merchants' Bank of New Orleans.	426	131
Notice of trial and marshal's return	426	131
Order fixing rule by Huppenbauer	427	132
Notice of trial and marshal's return	428	132

	Original.	Print
Order dismissing rule of Huppenbauer	429	132
Order continuance of intervention of the Merchants' Bank	430	133
Order continuance of same	430	133
Introduction of the liquidators of the Merchants' Bank of New Orleans.	431	133
Document made part of same	436	134
Hearing and order. W. R. Fish made party	443	136
And marshal's return	443	136
Notice to Huppenbauer and marshal's return of service	444	136
Notice to take testimony	445	137
Testimony of James Robb	446	137
W. S. Mount	448	138
Thomas Allen Clarke	448	138
Exception to intervention of the Merchants' Bank of New Orleans	450	139
Order fixing trial of intervention	455	140
Notice of trial and marshal's return	455	140
Affidavit of T. A. Clarke	456	140
Document annexed	458	141
Hearing and submission of exception	459	142
Judgment dismissing intervention of the liquidators of the Merchants' Bank of New Orleans	460	142
Petition of appeal of the Merchants' Bank	460	142
Order granting appeal	461	142
Appeal bond	462	143
Judgment of distribution	464	143
Agreement relative to appeal	467	145
Order to make private act an act of deposit	468	145
Copy of act offered by the Citizens' Bank and made an act of deposit	469	145
Motion and order allowing John Slidell a writ of error	478	148
Bond for writ of error	479	148
Motion and order allowing the Citizens' Bank a writ of error	481	149
Bond for writ of error	482	149
Motion and order allowing F. A. Marcuard a writ of error	485	150
Bond for writ of error	485	150
Motion and order allowing the Merchants' Bank of New Orleans a writ of error	488	151
Bond for writ of error	488	151
Certificate of the clerk of the United States district court	491	152
Proceedings in United States circuit court	492	152
Assignment of error by John Slidell	492	152
Rule and grounds for dismissal of writs of error; marshal's return thereon.	495	153
Withdrawal of rule	498	154
Joinder in error	499	155
Assignment of error by F. A. Marcuard	500	155
Assignment of error by the Citizens' Bank	501	155
Merchants' Bank	503	156
Joinder in error	504	156
Joinder in error	505	157
Joinder in error	506	157
Hearing and continuance of cause	508	158
Hearing and continuance of cause	508	158
Hearing and submission	509	158
Order decision withheld	509	158
Suggestion of death of John Slidell	509	158
Order substituting executor and heirs as plaintiffs in error	510	159
Decree	511	159

	Original.	Print.
Opinion	513	160
Order allowing a writ of error to the United States	542	167
Petition of the Citizens' Bank of Louisiana for a writ of error	542	167
Order allowing writ of error	543	167
Bond for writ of error	544	168
Petition of the Merchants' Bank of New Orleans for a writ of error	546	168
Order allowing a writ of error	548	169
Bond for writ of error	548	169
Petition of F. A. Marcuard for a writ of error	551	170
Order allowing a writ of error	552	170
Bond for writ of error	552	170
Clerk's certificate	555	171
Writ of error sued out by the Citizens' Bank of Louisiana	556	172
Citation in error and service	557	172
Writ of error sued out by the Merchants' Bank of New Orleans	559	173
Citation in error and service	560	174
Citation in error and service	562	175
Writ of error sued out by F. A. Marcuard	564	176
Citation in error and service	565	176
Translations	567	177

1 Circuit court of the United States for the fifth judicial circuit and district of Louisiana.

844 LOTS AND 10 SQUARES OF GROUND, THE property of John Slidell. John Slidell, Citizens' Bank of Louisiana, F. A. Marcuard, and the Merchants' Bank of New Orleans, plaintiffs in error,
vs.
THE UNITED STATES, DEFENDANTS IN error.
} No. 6158.

Petition of John Slidell for writ of error and order thereon.—Filed March 17th, 1870.

To the honorable the judges of the circuit court of the United States in and for the fifth circuit and district of Louisiana:

The petition of John Slidell with respect shows, that a final judgement has been rendered 18th, and signed 24th March, 1865, against
2 him in the district court of the United States in and for the district of Louisiana, in a cause entitled The United States vs. 844 lots and 10 squares of ground, the property of John Slidell, No. 7686 of the docket of said court, and that he is advised there is error therein to his prejudice.

Wherefore he prays that a writ of error be allowed him, directed to said district court, in order that the proceedings in said cause may be brought to this honorable court for review, and that the errors therein, if such there be, may be corrected.

(Signed) THOS. ALLEN CLARKE,
For Petitioner.

Order.

A writ of error is allowed as prayed for, returnable on the 4th Monday of April next.

March 17th, 1870.

(Signed) E. H. DURELL,
Judge.

Petition of the Citizens' Bank of Louisiana for writ of error and order thereon.—Filed March 17th, 1870.

3 To the honorable the judges of the circuit court of the United States in and for the fifth circuit and district of Louisiana:

The petition of the Citizens' Bank of Louisiana, a corporation by the laws of Louisiana, with respect shows, that a final judgment has been rendered on July 7th, and signed July 12th, 1865, against petitioner, in the district court of the United States in and for the district of Louisiana, in a cause entitled The United States vs. 844 lots and 10 squares of ground, the property of John Slidell, No. 7686 of the docket of said court, and that petitioners is advised there is error therein to petitioner's prejudice.

Wherefore petitioner prays that a writ of error be allowed petitioner, directed to said district court, in order that the proceedings in said cause

may be brought to this honorable court for review, and that the errors therein, if such there be, may be corrected.

(Signed) ARMAND PITOT,
Of Counsel.

4 *Order.*

A writ of error is allowed as prayed for, returnable the 4th Monday of April, 1870.

March 7th, 1870.

(Signed) E. H. DURELL,
Judge.

Petition of F. A. Marcuard for writ of error and order thereon.—Filed March 29th, 1870.

To the honorable the judge of the circuit court of the United States in and for the fifth circuit and district of Louisiana:

The petition of Frederic Adolphe Marcuard with respect shows, that a final judgment has been rendered on 7th, and signed 12th July, 1865, against him in the district court of the United State in and for the district of Louisiana, in a case entitled The United States vs. 844 lots and 10 squares of ground, the property of John Slidell, No. 7686 of the docket of said court, and that he is advised there is error therein to his prejudice.

5 Wherefore he prays that a writ of error be allowed him, directed to said district court, in order that the proceedings in said cause may be brought to this honorable court for review, and that the errors therein, if such there be, may be corrected.

(Signed) THOS. L. BAYNE,
For Petitioner.

Order.

A writ of error is allowed as prayed for, returnable the 4th Monday of April, 1870.

March 29th, 1870.

(Signed) E. H. DURELL,
Judge.

Petition of the Merchants' Bank of New Orleans for writ of error and order thereon.—Filed March 29th, 1870.

To the honorable the judges of the circuit court of the United States in and for the fifth circuit and district of Louisiana:

The petition of the Merchants' Bank of New Orleans, a corporation by the laws of Louisiana, with respect shows, that a final judgment

6 has been rendered on the 5th, and signed the 10th May, 1866, against the petitioners, in the district court of the United States in and for the district of Louisiana, in a cause entitled The United States vs. 844 lots and 10 squares of ground, the property of John Slidell, No. 7686 of the docket of said court, and that petitioner is advised there is error therein to petitioner's prejudice.

Wherefore petitioner prays that a writ of error be allowed petitioner, directed to said district court, in order that the proceedings in said cause may be brought to this honorable court for review, and that the errors therein, if such there be, may be corrected.

(Signed) HENRY RENSHAW, JR.,
For Petitioner.

Order.

A writ of error is allowed as prayed for, returnable the 4th Monday of April, 1870.

March 29th, 1870.

(Signed) E. H. DURELL,
Judge.

7 *Writ of error issued 17th March, 1870.—Received and filed in the United States district court same day.*

UNITED STATES OF AMERICA, *ss:*

The President of the United States to the honorable the judge of the district court of the United States, holding sessions for the district of Louisiana, greeting:

Because in the record and proceedings, as also in the rendition of the judgment of a plea which is in the said district court before you, between the United States and 844 lots and 10 squares of ground, the property of John Slidell, No. 7686 of the docket of said court, a manifest error hath happened, to the great damage of the said John Slidell, and by his complaint appears:

We being willing that error, if any hath been, should be duly corrected, and full and speedy justice to the parties aforesaid in this behalf, do command you, if judgment be therein given, that then under
8 your seal, distinctly and openly, you send the record and proceedings aforesaid, with all things concerning the same, to the circuit court of the United States for the 5th circuit and district of Louisiana, together with this writ, so that you have the same at New Orleans on the 4th Monday of April next, in the said circuit court, to be then and there held; that the record and proceedings aforesaid being inspected, the said circuit court may cause further to be done therein to correct that error what of right, and according to the laws and customs of the United States, should be done.

Witness the honorable Salmon P. Chase, Chief Justice of the said Supreme Court of the United States, this 17th day of March, in the year of our Lord one thousand eight hundred and seventy.

(Signed) D. URBAN,
[SEAL.] *Clerk of the United States Circuit Court for the District of Louisiana.*

9 *Writ of error issued 17th March, 1870.—Received and filed in the United States district court same day.*

UNITED STATES OF AMERICA, *ss:*

The President of the United States to the honorable the judge of the district court of the United States holding sessions for the district of Louisiana, greeting:

Because in the record and proceedings, as also in the rendition of the judgment of a plea which is in the said district court before you, between the United States and 844 lots and 10 squares of ground, the property of John Slidell, No. 7686 of the docket of said court, a manifest error hath happened, to the great damage of the Citizens' Bank of Louisiana, and by its complaint appears:

We being willing that error, if any hath been, should be duly corrected, and full and speedy justice done to the parties aforesaid in this behalf, do command you, if judgment be therein given, that under your

seal, distinctly & openly, you send the record and proceedings aforesaid, with all things concerning the same, to the circuit court of
10 the United States for the 5th circuit and district of Louisiana, together with this writ, so that you have the same at New Orleans on the fourth Monday of April next, in the said circuit court, to be then and there held; that the record and proceeding aforesaid being inspected, the said circuit court may cause further to be done therein to correct that error what of right, and according to the laws and customs of the United States, should be done.

Witness the honorable Salmon P. Chase, Chief Justice of the said Supreme Court of the United States, this 17th day of March, in the year of our Lord one thousand eight hundred and seventy.

[SEAL.] (Signed) D. URBAN,
Clerk of the United States Circuit Court for the District of Louisiana.

Writ of error.—Issued 29th March, 1870.—*Received and filed in the United States district court 30th March*, 1870.

11 UNITED STATES OF AMERICA, *ss:*

The President of the United States to the honorable the judge of the district court of the United States holding sessions for the district of Louisiana, greeting:

Because in the record and proceedings, as also in the rendition of the judgment of a plea which is in the said district court before you, between the United States and 844 lots and 10 squares of ground, the property of John Slidell, No. 7686 of the docket of said court, a manifest error hath happened, to the great damage of Frederic Adolphe Marcuard, as by his complaint appears:

We being willing that error, if any hath been, should be duly corrected, and full and speedy justice done to the parties aforesaid in this behalf, do command you, if judgment be therein given, that then under your seal, distinctly and openly, you send the record and proceedings aforesaid, with all things concerning the same, to the circuit court of the United States for the 5th circuit and district of Louisiana, together
12 with this writ, so that you have the same at New Orleans, on the fourth Monday of April next, in the said circuit court, to be then and there held; that the records and proceedings aforesaid being inspected, the said circuit court may cause further to be done therein to correct that error what of right, and according to the laws and customs of the United States, should be done.

Witness the honorable Salmon P. Chase, Chief Justice of the said Supreme Court of the United States, this 29th day of March, in the year of our Lord one thousand eight hundred and seventy.

[SEAL.] (Signed) D. URBAN,
Clerk of the United States Circuit Court for the District of Louisiana.

Writ of error.—Issued 29th March, 1870.—*Received and filed in the United States district court 30th March*, 1870.

UNITED STATES OF AMERICA, *ss:*

The President of the United States to the honorable the judge of
13 the district court of the United States holding sessions for the district of Louisiana, greeting:

Because in the record and proceedings, as also in the rendition of the

judgment of a plea which is in the said district court before you, between the United States and 844 lots and 10 squares of ground, the property of John Slidell, No. 7686 of the docket of said court, a manifest error hath happened, to the great damage of the Merchants' Bank of New Orleans, and by its complaint appears:

We being willing that error, if any hath been, should be duly corrected, and full and speedy justice done to the parties aforesaid in this behalf, do command you, if judgment be therein given, that then under your seal, distinctly and openly, you send the record and proceedings aforesaid, with all things concerning the same, to the circuit court of the United States for the 5th circuit and district of Louisiana, to-
14 gether with this writ, so that you have the same at New Orleans on the fourth Monday of April next, in the said circuit court, to be then and there held; that the record and proceedings aforesaid being inspected, the said circuit court may cause further to be done therein to correct that error what of right, and according to the laws and customs of the United States, should be done.

Witness the honorable Salmon P. Chase, Chief Justice of the said Supreme Court of the United States, this 29th day of March, in the year of our Lord one thousand eight hundred and seventy.

[SEAL.] (Signed) D. URBAN,
Clerk of the United States Circuit Court for the District of Louisiana.

Citation in error to the United States.—Issued March 17th, 1870.

United States district court, district of Louisiana.

UNITED STATES
vs.
15 844 LOTS AND 10 SQUARES OF GROUND, property of John Slidell. } No. 7686.

The United States of America, (through their district attorney,) greeting:

You are hereby cited and admonished to be and appear before the circuit court of the United States for the 5th circuit and district of Louisiana, at its next term, to be holden in the city of New Orleans, State of Louisiana, to answer a writ of error sued out by John Slidell in this cause, and that you show cause, then and there, if any there be, why the judgment rendered against the said John Slidell and 844 lots and 10 squares of ground should not be corrected, and why speedy justice should not be done to the parties in that behalf.

Witness the honorable E. H. Durell, judge, this 17th March, in the year of our Lord 1870, and the 94th of American Independence.

(Signed) E. H. DURELL, *Judge.*

16 *Marshal's return.*

Received March 18th, 1870, by the U. S. marshal, and on the 19th day, same month and year, served citation in error on the United States of America, through P. H. Morgan, U. S. attorney, district of Louisiana, by delivering the same to him in person.

New Orleans, March 19th, 1870.

(Signed) S. W. REED,
D'y U. S. Marshal.

S. W. Reed, being sworn, says: I am a deputy of the U. S. marshal, and that I served the citation in error in this cause, of which the within is a duplicate, in the manner stated in my official return, hereto attached.

(Signed) S. W. REED,
D'y U. S. Marshal.

Sworn to and subscribed before me this 19th March, 1870.

(Signed) K. LOEW,
U. S. Comm'r.

Citation in error to the United States.—Issued March 17th, 1870.

17 United States district court, district of Louisiana.

UNITED STATES
vs.
844 LOTS & 10 SQUARES OF GROUND, PROPERTY of John Slidell. } No. 7686.

The United States of America, (through their district attorney,) greeting:

You are hereby cited and admonished to be and appear before a circuit court of the United States for the 5th circuit and district of Louisiana, at its next term, to be holden at the city of New Orleans, State of Louisiana, to answer the writ of error sued out by the Citizens' Bank of Louisiana, intervenor in this cause, and that you show cause, then and there, if any there be, why the judgment rendered against the said Citizens' Bank of Louisiana on 7th July, 1865, dismissing their claim, should not be corrected, and why speedy justice should not be done to the parties in that behalf.

18 Witness the honorable E. H. Durell, judge, this 17th March, in the year of our Lord 1870, and the 94th of American Independence.

(Signed) E. H. DURELL, *Judge.*

Marshal's return.

Received March 18th, 1870, by the U. S. marshal, and on the 19th day, same month and year, served citation in error on the United States of America, through P. H. Morgan, U. S. attorney, district of Louisiana, by delivering the same to him in person.

New Orleans, March 19th, 1870.

(Signed) S. W. REED,
D'y U. S. Marshal.

S. W. Reed, being sworn says: I am a deputy of the U. S. marshal, and that I served the citation in error in this cause, of which the within is a duplicate, in the manner stated in my official return hereto attached.

(Signed) S. W. REED,
D'y U. S. Marshal.

19 Sworn to and subscribed before me this 19th March, 1870.

(Signed) K. LOEW,
U. S. Comm'r.

Citation in error to the United States.—Issued 30th March, 1870.

United States district court, district of Louisiana.

UNITED STATES
vs.
844 LOTS & 10 SQUARES OF GROUND. } No. 7686.

The United States of America, (through their district attorney,) greeting:

You are hereby cited and admonished to be and appear before the circuit court of the United States for the 5th circuit and district of Louisiana, at its next term, to be holden in the city of New Orleans, State of Louisiana, to answer the writ of error sued out by F. A. Marcuard in this cause, and that you show cause, then and there, if
20 any there be, why the judgment rendered against the said F. A. Marcuard should not be corrected, and why speedy justice should not be done to the parties in that behalf.

Witness the honorable E. H. Durell, judge, this 30th March, in the year of our Lord 1870, and the 94th of American Independence.

(Signed) E. H. DURELL, *Judge.*

Marshal's return.

Received March 31st, 1870, by the U. S. marshal, and on the 21st day of April, same year, served a copy of the within citation in error on the United States of America, through their district attorney, John H. Illsley, by delivering the same to him in person.

New Orleans, April 21st, 1870.

(Signed) F. A. WOOLFLEY,
D'y U. S. Marshal.

F. A. Woolfley, sworn, says: I am a deputy U. S. marshal, and that I served the citation in error in this cause, of which the within is a
21 duplicate, in the manner stated in my official return hereto attached.

(Signed) F. A. WOOLFLEY.

Sworn to and subscribed before me this 21st April, 1870.

(Signed) K. LOEW,
U. S. Com.

Citation in error to the United States.—Issued March 30th, 1870.

United States district court, district of Louisiana.

UNITED STATES
vs.
844 LOTS AND 10 SQUARES OF GROUND, PROPERTY of John Slidell. } No. 7686.

The United States of America, (through their district attorney,) greeting:

You are hereby cited and admonished to be and appear before the circuit court of the United States for the 5th circuit and district of Louisiana, at its next term, to be holden in the city of New Orleans, State of Louisiana, to answer the writ of error sued out by the Mer-
22 chants' Bank of New Orleans in this cause, and that you show cause, then and there, if any there be, why the judgment rendered

S. W. Reed, being sworn, says: I am a deputy of the U. S. marshal, and that I served the citation in error in this cause, of which the within is a duplicate, in the manner stated in my official return, hereto attached.

(Signed) S. W. REED,
D'y U. S. Marshal.

Sworn to and subscribed before me this 19th March, 1870.

(Signed) K. LOEW,
U. S. Comm'r.

Citation in error to the United States.—Issued March 17th, 1870.

17 United States district court, district of Louisiana.

UNITED STATES
vs.
844 LOTS & 10 SQUARES OF GROUND, PROPERTY of John Slidell. } No. 7686.

The United States of America, (through their district attorney,) greeting:

You are hereby cited and admonished to be and appear before a circuit court of the United States for the 5th circuit and district of Louisiana, at its next term, to be holden at the city of New Orleans, State of Louisiana, to answer the writ of error sued out by the Citizens' Bank of Louisiana, intervenor in this cause, and that you show cause, then and there, if any there be, why the judgment rendered against the said Citizens' Bank of Louisiana on 7th July, 1865, dismissing their claim, should not be corrected, and why speedy justice should not be done to the parties in that behalf.

18 Witness the honorable E. H. Durell, judge, this 17th March, in the year of our Lord 1870, and the 94th of American Independence.

(Signed) E. H. DURELL, *Judge.*

Marshal's return.

Received March 18th, 1870, by the U. S. marshal, and on the 19th day, same month and year, served citation in error on the United States of America, through P. H. Morgan, U. S. attorney, district of Louisiana, by delivering the same to him in person.

New Orleans, March 19th, 1870.

(Signed) S. W. REED,
D'y U. S. Marshal.

S. W. Reed, being sworn says: I am a deputy of the U. S. marshal, and that I served the citation in error in this cause, of which the within is a duplicate, in the manner stated in my official return hereto attached.

(Signed) S. W. REED,
D'y U. S. Marshal.

19 Sworn to and subscribed before me this 19th March, 1870.

(Signed) K. LOEW,
U. S. Comm'r.

Citation in error to the United States.—Issued 30th March, 1870.

United States district court, district of Louisiana.

UNITED STATES
vs.
844 LOTS & 10 SQUARES OF GROUND. } No. 7686.

The United States of America, (through their district attorney,) greeting:

You are hereby cited and admonished to be and appear before the circuit court of the United States for the 5th circuit and district of Louisiana, at its next term, to be holden in the city of New Orleans, State of Louisiana, to answer the writ of error sued out by F. A. Marcuard in this cause, and that you show cause, then and there, if
20 any there be, why the judgment rendered against the said F. A. Marcuard should not be corrected, and why speedy justice should not be done to the parties in that behalf.

Witness the honorable E. H. Durell, judge, this 30th March, in the year of our Lord 1870, and the 94th of American Independence.

(Signed) E. H. DURELL, *Judge.*

Marshal's return.

Received March 31st, 1870, by the U. S. marshal, and on the 21st day of April, same year, served a copy of the within citation in error on the United States of America, through their district attorney, John H. Illsley, by delivering the same to him in person.

New Orleans, April 21st, 1870.

(Signed) F. A. WOOLFLEY,
D'y U. S. Marshal.

F. A. Woolfley, sworn, says: I am a deputy U. S. marshal, and that I served the citation in error in this cause, of which the within is a
21 duplicate, in the manner stated in my official return hereto attached.

(Signed) F. A. WOOLFLEY.

Sworn to and subscribed before me this 21st April, 1870.

(Signed) K. LOEW,
U. S. Com.

Citation in error to the United States.—Issued March 30th, 1870.

United States district court, district of Louisiana.

UNITED STATES
vs.
844 LOTS AND 10 SQUARES OF GROUND, PROPERTY of John Slidell. } No. 7686.

The United States of America, (through their district attorney,) greeting:

You are hereby cited and admonished to be and appear before the circuit court of the United States for the 5th circuit and district of Louisiana, at its next term, to be holden in the city of New Orleans, State of Louisiana, to answer the writ of error sued out by the Mer-
22 chants' Bank of New Orleans in this cause, and that you show cause, then and there, if any there be, why the judgment rendered

against the said Merchants' Bank should not be corrected, and why speedy justice should not be done to the parties in that behalf.

Witness the honorable E. H. Durell, judge, this 30th March, in the year of our Lord 1870, and the 94th of the American Independence.

(Signed) E. H. DURELL, *Judge.*

Marshal's return.

Received March 31st, 1870, by the U. S. marshal, and on the 21st day of April, 1870, served a copy of the within citation in error on the United States of America, through their district attorney, John H. Illsley, by delevering the same to him in person.

New Orleans, April 21st, 1870.

(Signed) F. A. WOOLFLEY,
D'y U. S. Marshal.

F. A. Woolfley, sworn, says: I am a deputy marshal, and that I
23 served the citation in error in this cause, of which the within is a duplicate, in the manner stated in my official return hereto attached.

(Signed) F. A. WOOLFLEY.

Sworn to and subscribed before me this 21st April, 1870.

(Signed) K. LOEW,
U. S. Comm'r.

Citation in error to W. R. Fish.—Issued March 30th, 1870.

United States district court, district of Louisiana.

UNITED STATES
vs.
844 LOTS AND 10 SQUARES OF GROUND, PROPERTY of John Slidell. } No. 7686.

The United States of America to R. W. Fish, greeting:

You are hereby cited and admonished to be and appear before the United States circuit court for the 5th circuit and district of Louisiana, at its next term, to be holden in the city of New Orleans, State
24 of Louisiana, to answer the writ of error taken by the Merchants' Bank of New Orleans in this cause, and that you show cause, then and there, if any there be, why the judgment rendered against the said Merchants' Bank should not be corrected, and why speedy justice should not be done to the parties in that behalf.

Witness the honorable E. H. Durell, judge, this 30th March, in the year of our Lord 1870, and the 94th of the American Independence.

(Signed) E. H. DURELL, *Judge.*

Marshal's return.

Received by the U. S. marshal, and the within named W. R. Fish could not be found.

New Orleans, April 23d, 1870.

(Signed) S. W. REED,
D'y U. S. Marshal.

Received by the U. S. marshal on the 23d day of April, 1870. Served W. R. Fish, named herein, with a citation in error personally, in the marshal's office.

25 New Orleans, April 23d, 1870.

(Signed) F. A. WOOLFLEY,
D'y Marshal.

F. A. Woolfley sworn, says: I am a d'y marshal, and I served the citation in error in this cause, of which the within is a duplicate, in the manner set forth in my official return hereto attached.

(Signed) F. A. WOOLFLEY.

Sworn to and subscribed before me this 23d April, 1870.

(Signed) K. LOEW,
U. S. Comm'r.

TRANSCRIP' FROM THE UNITED STATES DISTRICT COURT.—FILED APRIL 25TH, 1870.

THE UNITED STATES
vs.
844 LOTS & 10 SQUARES OF GROUND, PROPERTY of John Slidell. } No. 7686.

Libel.—Filed September 15th, 1863.

26 To the honorable Edward H. Durell, judge of the district court of the United States for the eastern district of Louisiana:

The libel of information of Rufus Waples, attorney of the United States of America for the eastern district of Louisiana, who prosecutes for the said United States in this behalf, and being here present in court in his own proper person, in the name and behalf of the said United States of America, against the estate, property, money, stocks, credits, and effects hereinafter described, and against all persons intervening for their interest therein, in a case of seizure and forfeiture, alleges, propounds, and declares, as follows:

1st. That James Graham, esq'r, marshal of the United States for the said district, under written authority given him by the said attorney in compliance with instructions issued by the Attorney-General of the United States to the district attorneys thereof, by virtue of the act of Congress, approved on the 17th day of July, in the year of our

27 Lord 1862, entitled "An act to suppress insurrection, to punish treason and rebellion, to seize and confiscate the property of rebels, and for other purposes," hereintofore, that is to say, on the 15th day of August, 1863, seized as forfeited to the United States, at New Orleans, within said district, and within the jurisdiction of this court, the following described property, with all the buildings and improvements thereon, viz:

Two lots of ground situated in the fauhourg S't Mary, designated by the Nos. 5 and 6, on a plan drawn by the city surveyor and deposited in the office of G. R. Stringer, notary, on the 3d of March, 1830. Said lots measure, each, 22 feet 6 inches 2 lines front on Common street, between S't Charles and Camp streets, and 22 feet 6 inches one line in the rear; said lot No. 5 having in depth 109 feet 6 inches 6 lines, on the line which seperates it from lot No. 4, and 110 feet 1½ lines on the line which

seperates it from lot No. 6; and said lot No. 6 has in depth 110
28 feet 1 inch and ½ line on the line of lot No. 5, and 110 feet 9 inches 3 lines on the line of lots Nos. 7 and 11, on said plan, acquired from Horace C. Cammack and Thos. Dixton by act before W'm Christy, notary, dated 31st February, 1833.

A lot of ground situate in the faubourg S't Mary, designated by the No. 3, on a plan by L. J. Pilie & Springbelt, 22d December, 1838, and deposited in the office of F. Grima, notary, as plan No. 58, measuring, American measure, 20 feet 10 inches front on S't Charles street, between Common and Gravier, by 60 feet 8 inches deep on the line of lot No. 2, 59 feet 10 inches on the line of lot No. 4, and 20 feet 5½ inches in the rear, with the use of the yard in common to it and other lots acquired from Richard Owen Prichard, syndic of his creditors, by act before F. Grima, notary, dated 9 March, 1839.

The lot of ground No. 4, on the aforesaid plan, measuring, in American measure, 20 feet 10 inches front on S't Charles street, between Common and Gravier streets, by 59 feet on the line towards Gravier
29 street, seperating it from the property of Ambroise Lanfear, and 59 feet 10 inches on the line of lot No. 3, and 20 feet 7 inches in width in the rear; acquired as follows: by Henry R. Denis and John Slidell, jointly, from Richard O. Prichard, syndic of his creditors, by act dated 9th March, 1839, before F. Grima, notary, and by act before A. Mazureau, notary, dated 18th March, 1846, the said H. R. Denis conveyed his undivided half of said lot No. 4 unto the said John Slidell.

Two lots of ground designated by the Nos. 7 and 8 on a plan drawn by M. Harrisson on the 30th February, 1814, in the square bounded by Philippa, Circus, Perdido, and North Poydras streets, measuring, English measure, each 23 feet front on North Poydras street by a depth of 53 feet 11 inches and 2 lines, between parallel lines; acquired from the New Orleans and Carrolton Railroad Company by act before L. Hermann, notary, dated 30th May, 1844.

Two lots of ground, No. 20 and 21, on a plan drawn by Jos. Pilie,
30 city surveyor, dated 31st December, 1833, annexed to an act of even date in the office of W'm Christy, notary. Said lots measure, each, 24 feet 2 inches 3 lines front on Levee street, and 24 feet 5 inches 2 lines front on Clinton street. Lot No. 20 measures 87 feet 3 inches 6 lines on the lower side, running through from one to the other of said streets, and 90 feet 10 inches and 3 lines on the upper side line dividing it from said lot No. 21, running through from one to the other of said streets. No. 21 measures 94 feet 5 inches on the upper side line, and also running through from one of said streets to the other; all American measure; acquired from the United States of America by act before the said W'm Christy, notary, dated 29th January, 1834, as follows, viz: the undivided two-thirds by John Slidell, and the undivided one-third by Richard O. Prichard, and by act before Felix Grima, notary, dated the 28th May, 1836, the said R. O. Prichard sold
31 unto the said John Slidell his undivided one-third part of the said lots No. 20 & 21.

A lot of ground on the northeast part of Custom-house street, between Chartres and Levee streets, measuring 29 feet one inch and upwards front on Custom-house street, by 100 feet deep, bounded on one side by the property of J. R. Wolf, and on the other side by that of William Rauzan; acquired by John Slidell, the undivided two-thirds, and by H. Elkins the undivided one third, from J. D. Beers by act before W'm Christy, notary, dated 4th June, 1831, and by act before said William Christy, dated 27th Feb'y, 1832, the said H. Elkins sold to the

said John Slidell his undivided one-third part of the above-described property.

One lot of ground designated by the No. 5 on a plan drawn by J. Pilie, surveyor, dated 4th April, 1834, annexed to sale before B. W. Miller, notary, dated 23d April, 1834; said lot measures 22 feet front on Royal street by 95 feet 4 inches 4 lines deep between parallel lines, American measure; acquired from Mathew Morgan, Richard O.
32 Pritchard, and James W. Zacharie.

Three lots of ground situate in the faubourg Lafayette and designated by the Nos. 5, 6, and 7 in square No. 10 on the original plan of said suburb, drawn by Jos. Pilie, city surveyor, on the 2d March, 1824, and deposited in the office of C. Pollock, notary, and measuring, viz: lot No. 5, 59 feet 9 inches front on Josephine street by 120 feet deep; lot No. 6, 60 feet front on Josephine street by 120 feet deep, bounded above by lot No. 5, and below by lot No. 7; and lot No. 7, 50 feet front on Josephine street by 120 feet deep and front on Jersey street; all French measure; acquired from Richard M. Carter by act before H. B. Cenas, notary, dated 5th February, 1835.

Two lots of ground situate in the square bounded by Camp, Magazine, Gravier, and Natchez streets, designated by the Nos. 8 and 9 on a plan drawn by C. F. Zinple, on the 21st January, 1835, and measure, viz: lot No. 8 measures 21 feet 2 inches front on Camp street
32 by 70 feet 11 inches deep on the side line next to lot No. 7, and seventy feet 10 inches deep on the side line dividing it from lot No. 9; and lot No. 9 measures 21 feet 8 inches front on Camp street and 70 feet 9 inches deep on the side line of lot No. 10; all American measure; acquired from Chas. A. Jacobs and Samuel Elkins by act before William Christy, notary, dated 4th February.

A portion of ground, No. 69, forming part of the square bounded by Rocheblave, Venus, and Dorgenois streets and the turnpike road; said portion divided into 10 lots, No's 1 to 10.

A portion of ground, No. 70, forming part of square bounded by Rocheblave, Euphrosine, Dorgenois, and Venus streets; said portion divided into 12 lots, No. 1 to 12.

A portion of ground, No. 71, having the form of a triangle, forming part of the square bounded by Rocheblave, Calliope, Dorgenois, and Euphrosine streets; said portion measuring 93 feet 9 inches 5
34 lines front on Euphrosine street; 202 feet 11 inches 2 lines front on Dorgenois street, and 223 feet 6 inches 6 lines in the rear.

A portion of ground composed of lot No. 6 and part of lot No. 5 in the parcel of land No. 74, No. 6 being of a triangular form, and having 223 feet 7 inches on Clio street, 234 feet 4 inches and 6 lines on the line of the faubourg Lafayette, and 71 feet 2 inches 7 lines on the other side-line; and that part of lot No. 5 which adjoins lot No. 6, measures 32 feet front on Clio street, and 71 feet 2 inches 7 lines deep, the line closing in rear; said parcel of ground being of a triangular form.

The entire lots, Nos. 11 to 33 inclusive, and the rear parts of lots numbered from 3 to 10 inclusive, and the No. 34 of square No. 75, bounded by Dorgenois, Broad, Clio, and Calliope streets; this portion of the square purchased by Slidell being divided by a line which seperates
35 the same from the front part of the other lots in the same square purchased by Emile Lasere.

The square No. 76, bounded by Dorgenois, Calliope, Broad, and Euphrosine streets, divided into 34 lots, numbered 1 to 34.

The square No. 77, bounded by Dorgenois, Euphrosine, Broad, and Venus streets, divided into 34 lots, numbered 1 to 34.

The square No. 79, bounded by Broad, Venus, and Sixth streets, and the turnpike road, divided into 34 lots, numbered 1 to 34.

The square No. 80, bounded by Broad, Venus, Euphrosine, and Sixth streets, containing 38 lots, Nos. 1 to 38.

The square No. 81, bounded by Broad, Calliope, Sixth, and Euphrosine streets, containing 38 lots, Nos. 1 to 38.

A portion of ground, No. 82, bounded by Calliope, Broad, and Sixth streets, and the line of the suburb Lafayette, containing 23 lots, Nos. 1 to 23.

A portion of ground, No. 83, bounded by Calliope, Sixth, and Fifth streets, and the line of the suburb Lafayette, containing 5 lots, Nos. 1 to 5.

36 The square No. 84, bounded by Sixth, Calliope, Fifth, & Euphrosine streets, containing 22 lots, Nos. 1 to 22.

The square No. 85, bounded by Sixth, Fifth, Euphrosine, and Venus streets, containing 22 lots, Nos. 1 to 22.

The square No. 86, bounded by Sixth, Venus, & Fifth streets, and the turnpike road, containing 22 lots, Nos. 1 to 22.

The square No. 87, bounded by Fifth, Venus, Fourth streets, and the turnpike road, containing 22 lots, Nos. 1 to 22.

The square No. 88, bounded by Fifth, Euphrosine, Fourth, and Venus streets, containing 22 lots, Nos. 1 to 22.

The square No. 89, bounded by Fifth, Euphrosine, & Fourth streets, on three sides, and on the fourth side, or line, which is irregular, partly by Calliope street, and partly by the line of the faubourg Lafayette, which square contains 22 lots, Nos. 1 to 22.

A triangular portion of ground, designated by the No. 90, bounded by Calliope street, Fifth street, and the line of the faubourg Lafayette.

37 A portion of ground, No. 91, bounded by Fourth, Euphrosine, and Van Buren streets, and the line of the faubourg Lafayette, containing 15 lots, Nos. 1 to 15.

The square No. 92, bounded by Fourth, Euphrosine, Van Buren, and Venus streets, containing 22 lots, Nos. 1 to 22.

(This reference approved.)
F. A. WOOLFLEY,
Clerk.

The square No. 93, bounded by Fourth, Venus, Van Buren, and Aglæ, containing 22 lots, numbered 1 to 22.

A portion of ground, No. 94, bounded by Fourth, Aglæ, and Van Buren streets, and the turnpike road, containing 2 lots, Nos. 1 and 2.

A portion of ground, No. 95, bounded by Van Buren, Aglæ, and Third streets, and the turnpike road, containing 2 lots, Nos. 1 and 2.

The square No. 96, bounded by Venus, Van Buren, Third, and Aglæ streets, containing 20 lots, Nos. 1 to 20.

The square No. 97, bounded by Van Buren, Euphrosine, Third, and Venus streets, containing 20 lots, Nos. 1 to 20.

A portion of ground No. 98, bounded by Van Buren, Euphrosine, Third, and Venus streets, containing 9 lots, Nos. 1 to 9.

38 A portion of ground, No. 99, bounded by Van Buren, Euphrosine, and Third streets, and the line of the faubourg Lafayette.

The square No. 100, bounded by Third, Euphrosine, Venus, and Second streets, containing 24 lots, No. 1 to 24.

The square No. 101, bounded by Third, Venus, Second, and Aglæ streets, containing 24 lots, Nos. 1 to 24.

A portion of ground, No. 102, bounded by Third, Aglæ, and Second streets, and the turnpike road, containing 10 lots, Nos. 1 to 10.

A portion of ground, No. 103, bounded by Second and Aglæ streets, St. John avenue, and the turnpike road, containing 10 lots, Nos. 1 to 10.

The square No. 104, bounded by Aglæ, Second, and Venus streets, and St. John Avenue, containing 24 lots, Nos. 1 to 24.

A portion of ground, No. 105, bounded by Second and Venus streets, St. John avenue, and Euphrosine street, partly by the line of
39 the faubourg Lafayette, and *and* partly by the line dividing it from other property, said portion being divided into 20 lots, Nos. 1 to 20.

A portion of ground, No. 106, bounded by St. John avenue, Venus and Violet streets, and the line adjoining other property, containing 8 lots, No. 1 to 8.

The square of ground No. 107, bounded by St. John avenue, Aglæ, Violet, and Venus streets, containing 2 lots, Nos. 1 and 2.

The square No. 108, bounded by St. John avenue, Aglæ, and Violet streets, and the turnpike road, containing 15 lots, Nos. 1 to 15.

A portion of ground No. 109, bounded by Violet, Venus, Lemon streets, and the turnpike road, containing 18 lots, Nos. 1 to 18.

The square No. 110, bounded by Violet, Venus, Lemon, and Aglæ streets, containing 22 lots, Nos. 1 to 22.

A portion of ground of a triangular form, No. 111, bounded by
40 Venus and Violet streets and the adjoining property.

A portion of ground, No. 112, bounded by Aglæ, Lemon, Mulberry, and partly by the line of property belonging to D. Walden, and partly by other property adjoining said portion, contains 14 lots, Nos. 1 to 14.

The square of ground, No. 113, bounded by Lemon, Aglæ, and Mulberry streets, and the turnpike road, containing 18 lots, Nos. 1 to 18.

A portion of ground No. 114, bounded by Mulberry and Aglæ streets, the turnpike road, and the property of D. F. Walden, containing 4 lots, Nos. 1 to 4.

A small portion of ground, of a triangular form, designated by the number 115, bounded by Aglæ and Mulberry streets, and the property of D. F. Walden. The whole, according to a plan drawn by J. Pilie, dated 20th July, 1840, and deposited in the office of A. Mazureau, notary, in this city, and were acquired from John M. Hall by act before A. Mazureau, dated 8th August, 1843.

41 A peice of ground lying on the batture, in front of the suburb St. Mary, designated by the No. 9 on a plan of said lot, and others made by Jos. Pilie, city surveyor, dated 12th January, 1823, annexed to an act of deposit, made by W. & J. Montgomery and others, before J. R. Stringer, notary, dated 7th February, 1826, having 40 feet on the south side of the continuation of Delord street, which extends from Thoupitoulas to New Levee streets, 42 feet 4 inches in the rear, where it is bounded by the dividing-line of the suburb St. Mary and Delord, measuring on the eastern side, where it is bounded by lot No. 8, 137 feet, and on the next side, on which it is bounded by the lot No. 10, 137 feet 9 inches, acquired from Samuel Kohn, by act before H. K. Gordon, notary, dated 23d January, 1828.

Five lots of ground situate on the batture, in front of the suburb St. Mary, designated by the Nos. 55, 56, 57, 58, & 60, on an original plan made by Jos. Pilie in the month of May, 1826, in the office of
42 C. Pollock, notary, said lots having, English measure, viz: Nos. 55 and 58, each 21 feet 8 inches on South Market street by 58 feet one inch deep; Nos. 56 & 57, each 21 feet 8 inches front on Delord street by 58 feet 1 inch deep; and No. 60, 24 feet front on the line of

Levee street, and extending in depth 65 feet 10 inches on the upper line, the latteral lines running parallel, and having 23 feet 2 inches width in the rear, where it is bounded by lot No. 58, acquired by act before C. Pollock, notary, dated 8th April, 1826.

A lot of ground situate on the batture, in front of the suburb St. Mary, in the square bounded by South Market, Delord, Levee, and Thoupitoulas streets, designated by the number 59, on a plan made by Jos. Pilie in May, 1826, and deposited in the office of C. Pollock, notary, on the 3d of June, 1828, and having, English measure, 24 feet 2 inches front on Levee street, 52 feet 11 inches deep and front on South Market streets, 59 feet 5 inches deep on the upper side, where it is bounded by the line dividing it from the lot No. 60, and 23 feet 4 inches width
43 in the rear, where it is bounded by the dividing-line of the lot No. 58, acquired by act before C. Pollock, notary, dated 26th May, 1836.

A lot of ground situated in the suburb of St. Mary, designated by the No. 2, on a plan annexed to an act passed before A. Mazureau, notary, dated 9th June, 1836; said lot measures 22 feet 3 inches front on Delord street, between New Levee and Thoupitoulas streets, by 58 feet 1 inch deep, between parallel lines, American measure, acquired by act before F. Grima, notary, dated 11th May, 1842.

Twelve lots of ground situated in the square bounded by Philippa, Flevia, Barronne, and Poydras streets, designated by the Nos. 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, & 30, on a plan marked A, drawn by Jos. Pilie, dated 24th February, 1832, and annexed to an act before F. De Armas, notary, dated 10th March, 1832.

Square No. 10, bounded by Cortez, Gravier, St. John, and Julia streets, containing 23 lots, Nos. 1 to 23, according to a plan drawn by
44 Louis Surgi, surveyor, dated 25 April, 1849, and deposited in the office of O. H. Perry, notary, dated 8 May, 1850.

The square No. 12, bounded by Lopez, Conti, Salcedo streets, and Carondelet walk, or canal, containing 6 lots, No. 1 to 6.

The square No. 14, containing 24 lots, Nos. 1 to 24, bounded by Salcedo, Jackson, Gayoso, and Canal streets, constituting the whole of said square, with the exception of that fractional triangle lying at the corner of Salcedo and Jackson streets.

The square No. 15, bounded by Salcedo, Custom-house, Gayoso, and Canal streets, containing 24 lots, Nos. 1 to 24.

The square No. 16, bounded by Salcedo, Custom-house, Bienville, and Gayoso streets, containing 20 lots, Nos. 1 to 20.

The square No. 29, bounded by Dupre, White, Jackson, and Canal streets, containing 24 lots, Nos. 1 to 24.

Thirteen lots, No. 1 to 13, in square No. 44, bounded by Dor-
45 genois, Jackson, Broad, and Canal streets, said lots measuring, viz: No'. 1, 6, 7, 8, 9, 10, 11, 12, & 13, each 35 feet 6 inches 3 lines front on Broad street by 110 feet deep, between parallel lines; Nos. 2 and 3, each 30 feet front on Canal street by 159 feet 10 inches 3 lines deep; No. 4 has 65 feet 8 inches 7 lines front on Canal street by 159 feet 10 inches 3 lines deep on the line of lot No. 3, and 109 feet 6 inches 2½ lines deep on the line of No. 5; No. 5 has 8 feet 3 lines on Jackson street, 159 feet 10 inches 3 lines on the side of No. 6, 7, 8, and 9, and 189 feet 6 inches 2½ lines on the other line, and 71 feet 10 inches 5 lines on the rear line, as per plan drawn by L. Surgi, surveyor, dated 31st December, 1849, and deposited in the office of O. H. Perry, notary.

Square No. 21, bounded by Gayoso, Jackson, Dupre, and Canal streets, containing 24 lots, as per above-mentioned plan, together with all the

improvements, buildings, rights, privileges, appurtenances, and other hereditaments to the same belonging or in anywise appertaining, and all the rights, titles, and interest therein.

46 2d. That John Slidell is, and was, on the 17th July, 1862, and previously thereto had been, the owner of the above-described property.

II. That ——— ——— is, and was, on the 17th day of July, 1862, and previously thereto had been, the owner thereof.

III. That certain States, forming a part of the territory and constituting a part of the United States of America, and specifically enumerated by the President of the United States in his proclamation duly issued, and bearing date the first day of July, A. D. eighteen hundred and sixty-two, are now engage', and were at the time said proclamation was issued, engaged, and have since continued to be engaged, in armed rebellion against the lawful authority of the United States.

IV. That by the act of the Congress of the United States, approved the seventeenth day of July, in the year of our Lord one thousand eight hundred and sixty-two, entitled "An act to suppress insurrec-

47 tion, to punish treason and rebellion, to seize and confiscate the property of rebels, and for other purposes," provision was made for the seizure and confiscation of the property of persons engaged in armed rebellion against the lawful authority of the United States, and of other persons, as therein set forth.

V. That the said John Slidell, subsequently to said seventeenth day of July, in the year of our Lord one thousand eight hundred and sixty-two, did act as an officer of the army or navy of the rebels in arms against the Government of the United States, or as a member of congress, or as a judge of a court, or as a cabinet officer, or as a foreign minister, or as a commissioner, or as a consul of the so-called Confederate States of America; or that while owning property in a loyal State or Territory of the United States, or *of* the District of Columbia, he did give aid and comfort to the rebellion against the United States, and did assist such rebellion.

VI. That the said John Slidell, subsequently to said seven-

48 teenth day of July, in the year of our Lord one thousand eight hundred and sixty-two, did act as governor of a State, or as a member of a convention or legislature, or as a judge of a court of one of the so-called Confederate States of America, to wit, the State of Louisiana, or did hold an office in the so-called Confederate States of America, after having held an office of trust or profit in the United States; or did hold an office or agency under the government of the so-called Confederate States of America, or under one of the States thereof, said office being national, State, or municipal in its name and charactor, which said office or agency he accepted after the date of the pretended ordinance of secession of the State of Louisiana; that he did take an oath of allegiance to, or to support the constitution of the so-called Confederate States.

VII. That the said John Slide*d*, subsequently to said seventeenth day of July, in the year of our Lord one thousand eight hundred and

49 sixty-two, within a State or Territory of the United States, was engaged in armed rebellion against the Government of the United States, and did not, within sixty days after public warning and proclamation duly given and made by the President of the United States, on the twenty-fifth day of July, in the year of our Lord eighteen hundred and sixty-two, cease to aid, countenance, and abet such rebellion, and return to his allegiance to the United States.

VIII. That the said John Slidell, subsequently to the seventeenth day of July, in the year of our Lord one thousand eight hundred and sixty-two, within a State or Territory of the United States was engaged in aiding and abetting an armed rebellion against the Government of the United States, and did not, within sixty days after public warning and proclamation duly given and made on the twenty-fifth day of July, in the year of our Lord eighteen hundred and sixty-two, by the President of the United States, cease to aid, countenance, and abet such rebellion, and return to his allegiance to the United States.

50 IX. That by reason of the premises the property herein described, and all the right, title, interest, and estate of the said John Slidell herein became, and was, forfeited to the United States, and ought to be condemned to their use.

Wherefore, the said attorney, in the name and behalf of the United States of America, prays that process of monition may issue against the said property, and the owner and owners thereof, and against all persons interested or claiming an interest therein, warning them at some early day, to be therein named, to appear and answer this libel of information; and that order of publication may be made in the usual form, and that the court may grant such further and other relief as to law and justice may appertain, and as this court is competent to give in the premises. And after due proceedings had, the same may be condemned and forfeited to the use of the United States; and he prays for general relief.

(Signed) RUFUS WAPLES,

51 *U. S. District Attorney for the Eastern District of Louisiana.*

Order of publication.

United States district court, eastern district of Louisiana.

UNITED STATES		
	vs.	
844 LOTS & 10 SQUARES OF GROUND, PROPERTY of John Slidell.		No. 7686.

Whereas certain lots and squares of ground, fully described in the libel filed by the district attorney and now of record in this court, together with all the improvements, buildings, rights, privileges, appurtenances, and other hereditaments, to the same belonging or in anywise appertaining, and all the right, title, and interest of John Slidell therein, has been seized by the marshal of the United States for the eastern district of Louisiana, by virtue of an act of Congress approved on the seventeenth day of July, in the year of our Lord one thousand eight hundred and sixty-two, entitled "An act to suppress insurrection, to punish treason and rebellion, to seize and confiscate the property

52 of *of* rebels, and for other purposes;" and whereas the United States attorney for the eastern district of Louisiana did, on the 15th day of September, A. D. 1863, filed a libel of information in this court, praying the condemnation of said property and real estate under the act aforesaid, and that process of monition issue against the owner and owners of said property and real estate, and all persons interested or claiming an interest therein, warning them at some early day to appear and answer said information:

It is therefore, on this 15th September, in the year of our Lord one thousand eight hundred and sixty-three, ordered that notice be given to the owner and owners of said property and real estate, and all persons

nterested or claiming an interest therein, to appear and answer this information on the 5th day of October, 1863, and show cause, if any they have, why said property and real estate, and the right, title, and interest therein of the said John Slidell should not be condemned and
53 sold according to law; and that notice be given by posting a copy of this order upon the front door of the court-house in the district, and by publication in the Era newspaper twice a week previous to said 5th day of October, A. D. 1863, the first publication to be on or before 19th inst.

(Signed) E. H. DURELL, *Judge.*

NEW ORLEANS, *September 15th*, 1863.

Admiralty warrant.

The President of the United States of America to the marshal of the district of Louisiana, or his lawful deputy, greeting:

You are hereby commanded forthwith to seize, and into your possession take, the property a full description whereof is hereto annexed as a part of this writ, together with all the buildings, improvements, rights, privileges, and other hereditaments thereunto belonging, as well as all the right, title, and interest of John Slidell therein, now libelled by the United States for causes set forth in the libel now pending in
54 district court of the United States for the district of Louisiana; that you do cite and admonish the owner or owners, and all and every other person or persons having or pretending to have any right, title, or interest in or to the same, to be and appear before a district court of the United States for the district aforesaid, to be holden at the city of New Orleans on or before the 3d Monday from the service hereof, to show cause, if any they have or can, why the said property should not be condemned and sold agreeably to the prayer of libellant; and how you have executed this warrant that you make return according to law.

Witness the honorable Edward H. Durell, judge of the said court, at New Orleans, this 15th day of September, 1863, and the 88th year of the Independence of the United States.

[SEAL.] (Signed) K. LOEW, *D'y Clerk.*

55 *Marshal's return.*

Received 16th Sept., 1863, and on the same day, and in obedience to the within order of seizure, seized and took into my possession the within-described property, posted copies of the warrant, libel, and judge's order on the door of the court-house, published monition in the Era, a newspaper printed and published in New Orleans, on the 18th, 23d, 26th, 30th September, 3d October, 1863, returnable 5th October, 1863.

Ret. 3d Oct., 1863.

(Signed) J. G. A. HART,
D'y U. S. Marshal.

Intervention of John Arrowsmith, filed 28th September, 1863.

To the honorable the United States district court for the eastern district of Louisiana, New Orleans:

THE UNITED STATES
vs.
844 LOTS AND 10 SQUARES OF GROUND, THE property of John Slidell. } No. 7686.

56 The answer and prayer of John Arrowsmith, a British subject,

residing in New Orleans, here present and appearing, in answer to the public citation and motion of James Graham, U. S. marshal, at the instance of the libellants in this case.

Respectfully answers & declares as follows, to wit:

Your appearer solemnly declares and says that he is the sole, true, and bona-fide owner and lawful possessor of the following-described property, seized and taken into the possession of James Graham, U. S. marshal, at the instance of the libellants in this case, to wit:

Square No. 21, bounded by Gayoso, Jackson, Dupre, & Canal streets.

Square No. 29, bounded by Dupre, White, Jackson, & Canal streets.

Square No. 16, bounded by Salcedo, Custom-house, Bienville, & Gayoso streets.

The square No. 15, bounded by Salcedo, Custom-house, Gayoso, & Canal streets.

57 The square No. 14, bounded by Salcedo, Jackson, Gayoso, & Canal streets.

The square No. 12, bounded by Lopez, Conti, Salcedo & Carondelet, Walk, or Canal street.

The square No. 10, bounded by Cortez, Gravier, St. John, and Julia streets.

For and in as much that the property forms part of a land or plantation purchased by your appearer from Ferdinand d'Hébécourt, as per act passed before Felix De Armas, then notary public, dated 7th Septmber, 1833, here referred to.

As is shown by a topographical plan or sketch drawn from a survey of the said land or plantation, had or made by his, your appearer, according to all the rights and titles relative thereto in his lawful possession, (plan or sketch herewith, and annexed for public record and reference,) and as can or may be shown in evidence by competent public surveyors; and further, by and with the authority of the widow and heirs of

58 François d'Hébécourt in him vested by the act above referred to.

He, your appearer, declares and says that the exclusive possession of the said "land or plantation," whereof the property hereinbefore described forms a part, as aforeshown, was confirmed to him, your appearer, his heirs and assigns, for ever by and with and under the authority of the laws of the United States of America, by and in virtue of a claim made and presented by the said widow and heirs of François d'Hébécourt, and duly admitted and recorded, in conformity with the provisions of an act of Congress of 4th July, 1832, entitled "An act for the final adjustment of claims to land in the southeastern district of Louisiana." (See records of the United States land-office, Claim C, 81.) And, furthermore, by and with the "a priore" authority of Marie Elizabeth Desruisseaux, in her own name and title, and as the wife of Jos. Chalons, her first husband, legally vested in him, your appearer. As shown in and by the evidence presented with the Claim C, 81, aforesaid.

59 He, your appearer, declares and says, that the topographical plan or sketch, hereto annexed as aforesaid, is a true and faithful delineation and representation of the "land or plantation" acquired and claimed, and the right and title of possession whereof were confirmed as aforeshown.

And now, therefore, your appearer humbly prays that James Graham, United States marshal, for himself and for account of the libellants in this case, may be duly cited, within the legal delay, to come and appear before your honorable court, then and there to show cause, if any he

may or can, why the seizure of the afore-described property, libelled in this case, should not be set aside, and the property restored to the lawful possession of your appearer, and, in the mean time, that all further proceedings relative thereto be stayed. Failing whereof and wherein your appearer prays for judgment and decree, &c., and for costs, &c.

And now, moreover, and whereas it has been made to appear
60 that one John Slidell, aided and abetted by others, wilfully ignoring the authority of your appearer, and in contempt of the authority of the laws of the United States, and of the State of Louisiana, has set up claims and titles to portions of the "land or plantation" belonging to your appearer, as aforesaid, and has caused James Graham, U. S. marshal, and the libellants in this case unwittingly and wrongfully to enter in and upon and take possession of the property of your appearer, as aforeshown; and whereas others may be led to do likewise, in consequence and for want of a platt of public survey attached to the claim C, 81, aforesaid; and

Whereas the prescription of thirty years acquired by your petitioner puts a stop to all and every further reclamation relative to the said "land or plantation," and especially to the reclamation of his, your petitioner's vendor, and the said vendor's predecessors and the said his and their heirs.

And whereas it is for the public welfare, your appearer humbly
61 prays that your honorable court will be pleased, without delay, and at the costs and expense of your appearer, in all due and legal form and manner, to order and appoint a public surveyor to meet another public surveyor, to be appointed by your appearer, with power in them, if need be, to appoint an umpire; that they may examine and approve the survey had and made by your appearer, as aforesaid, or to make another, and that certified copy of the survey, so approved or made by them, together with a platt thereof, be ordered and recorded and annexed on the public records to the claim C, 81, aforesaid, as an authentic act in favor of your appearer, his heirs and assigns, forever. And for all and every such other and further *and* relief and redress as the nature of the case may call for, and law and equity demand & acquire, and your app'r, &c.

(Signed) JOHN ARROWSMITH.

Sworn to and subscribed before me this 28th Sep't, 1863.

(Signed) K. LOEW,
D'y Clerk.

62 *Intervention of the Citizens' Bank of Louisiana.—Filed October 2d, 1863*

UNITED STATES
vs.
844 LOTS AND 10 SQUARES OF GROUND, PROPERTY of John Slidell. } No. 7686.

To the honorable E. H. Durell, judge of the United States district court for the eastern district of Louisiana:

In pursuance of the public notice given by James Graham, United States marshal for the said United States district court, in the case of the "United States vs. 844 lots and 10 squares of ground, the property of John Slidell, No. 7686 of the docket of the court aforesaid, to all persons interested in the property of said John Slidell, to be and appear

before this honorable court to show cause, if any they have, why the said property should not be condemned and forfeited to the United States,

Now comes into court the Citizens' Bank of Louisiana,
63 a corporation created by the law, and located in the city of New Orleans, who, reserving their right to all exceptions, if necessary, intervene for their own interest, and exhibit this, their libel, against the property of John Slidell, now being in the custody of the above-named United States marshal, in virtue of a warrant issued by this honorable court, in the confiscation case of the United States vs. John Slidell. And thereupon the said Citizens' Bank of Louisiana do allege and articulately propound as follows, to wit:

That John Slidell, formerly a resident of the city of New Orleans, and now in Paris, France, is truly and justly indebted to them in the sum of twenty-nine thousand one hundred and ninety-four dollars, ($29,194,) with interest, as will be hereinafter specified, and for the following reasons:

1st. That the said John Slidell being a stockholder of the Citizens' Bank of Louisiana for 171 shares, and now reduced at 160, of the
64 mortgage-stock of said bank of one hundred dollars each, did, on the 7th of July, 1859, subscribe a stock-note in favor of said bank for the sum of $4,617, for value received, which he promised to pay on the first of June, 1860, or renew according to the provisions of the charter. That said note has been curtailed from year to year, and is now reduced to $4,104, due on the first June, 1863, and bears interests at 10 % per annum, if not punctually paid at maturity, or renewed according to the charter.

That said note, with interest, is secured by mortgage on the following-described property:

A lot of ground, together with the buildings thereon, situated in the second district of this city, on Royal street, between Conti and Bienville streets, and designated by the No. 5 on a plan drawn by Jos. Pilie, city surveyor, on the 4th of April, 1834, and annexed to an act passed before Branch W. Miller, late notary in New Orleans, on the 23*th* April, 1834.

The said lot having, in American measure, 22 feet front on Royal
65 street by 95 feet 4 inches and 4 lines in depth, between parallel lines.

That the aforesaid sum is further secured by a pledge of the 171 shares of stock attached to the property above described.

That all the above allegations appear from the said stock-note, and the following acts, with which it has been identified, to wit:

1st. Mortgage by John Slidell to the Citizens' Bank of Louisiana, before C. Boudousquié, notary public, in New Orleans, on 10th June, 1842. 2d. Mortgage by John Slidell to Citizens' Bank of Louisiana, passed before A. Boudousquié, notary public, in New Orleans, on the 17th May, 1855. 3d. Furnishing of stock-note by John Slidell to Citizens' Bank of Louisiana, by act before same notary of 7th July, 1859, which stock-note and acts of mortgage are marked A, B, C, & D.

That said Slidell is further indebted to the Citizens' Bank in the sum of $90 for premium of insurance on said property, due 15th December, 1862, with 8½ % interest from said date till paid.

66 2d. That on the 3d day of September, 1861, the said John Slidell, being in New Orleans, did obtain from the Citizens' Bank of Louisiana a letter of credit on Mess. Ad. Marcuard & Co., of Paris, to the amount of 100,000 francs, against his drafts, at the current rate

of exchange, or against his receipts for the amounts paid him, as appears from a copy of said letter of credit hereto annexed and marked E.

That the said John Slidell did, by means of said letter of credit, received from said A. Marcuard & Co., in Paris, France, 10,000 francs on 20th February, 1862; 10,000 francs on 27th of same month; 10,000 francs on 20th of March, and 70,000 francs on the 13th of May, same year, 1862; making the sum of 100,000 francs, which, at 4 francs to the dollar, being the rate of exchange at the time, make the sum of ($25,000) twenty-five thousand dollars, now due by said John Slidell to said Citizens' Bank, with interest at the rate of 8 % per annum from the 22d of April, 1862, (being the average time between the 20th of Feb'u-
67 ary and the 13th of May,) till paid. See account F hereto annexed, as appears from 2 letters of A. Marcuard & Co. of 21st of March & 13th May, 1862, copies whereof are hereto annexed as documents H & J.

That said sum, with interest, is secured by mortgage upon the following-described property:

A lot of ground, together with the buildings and improvements thereon, situate in the first district of this city, on St. Charles streets, between Common and Gravier streets, designated by the No. 4, and measuring, in American measure, 20 feet 10 inches front on St. Charles street, by 59 feet 10 inches in depth on the line seperating it from lot No. 3; fifty-nine feet on the line towards Gravier street, and 20 feet 7 inches in width in the rear; being the same property which he purchased in the following manner, viz: One-half from the creditors of R. O. Pritchard, by an act passed before F. Grima, notary, on the 9th March, 1839; and the other half from W. R. Denis, by an act
68 passed before A. Mazureau, notary, on the 18th March, 1846.

A lot of ground, together with the buildings and improvements thereon, adjoining the one above described, designated by the No. 3, and measuring, in American measure, 20 feet 10 inches front on St. Charles street by 60 feet 8 inches in depth on the line seperating it from lot No. 2; 59 feet 10 inches on the line dividing it from lot No. 4 and 20 feet 5½ inches in the rear; being the same property which the said Slidell purchased from the creditors of R. O. Pritchard by an act passed before Felix Grima, notary, on the 9th March, 1839.

And two lots of ground, together with the buildings and improvements thereon, adjoining the above described, designated by the Nos. 5 & 6, and measuring each 22 feet 6 inches 2 lines front on Common street, between St. Charles and Camp street', and 22 feet 6 inches 1 line in the rear; said lot No. 5, measuring in depth 109 feet 6 inches 6 lines on the line seperating it from lot No. 4, and 110 feet 1½
69 line on the line seperating it from lot No. 6; and said lot No. 6, measuring in depth 110 feet 1½ lines on the line seperating it from lot No. 4, and 110 feet 9 inches 3 lines on the line seperating it from lot' No'. 7 & 11; being the same property which the said John Slidell purchased from H. C. Cammack and P. Dixon by an act passed before Wm. Christy, notary, on the 21st February, 1833, as appears from the act of mortgage passed by the said John Slidell through his agent, T. A. Clarke, in favor of the Citizens' Bank, on the 2d of May, 1862, before A. Boudousquié, notary public, in New Orleans, of which act a copy is hereto annexed as Document G.

That it results from the above facts that your intervenors have a lien and privilege on the several pcices of property above described, respectively, for the payment of the capital and interest due thereon by the said John Slidell to your intervenors, in preference to all other claim-

ants, and especially to the United States of America as confiscators in this case.

Wherefore the Citizens' Bank, intervenors, pray that this hon.
70 court do pronounce in favor of their demand, and that they be recognized as mortgage creditors of the said John Slidell, in the manner and form and for the amounts above stated, and that in case of sale of the property mortgaged to your intervenors, it be decreed: 1st. That 171 shares of the mortgage-stock of the Citizens' Bank, now reduced to 160 shares, be sold, together with the property firstly described. 2d. That the Citizens' Bank are entitled to receive by privilege and preference the following sums, to wit:

1st. On the proceeds of sale of the property first described, with the stock thereto attached, the sum of $4,194, to wit, the sum of $4,104, being the amount of the stock note as aforesaid, with interest thereon at 10 % from the 1st June, 1863, till paid, and the sum of $90, being the premium of insurance as aforesaid, with interest thereon at 8 % from the 15th December, 1862, till paid.

2d. On the proceeds of the sale of the four pieces of property
71 secondly described, the sum of $25,000, with 8 % interest from 22d of April, 1862, till paid, and your intervenors pray for costs in their favor, and for such other and further relief and redress as to right and justice may appertain, and as the court is competent to give in the premises.

(Signed) MARSOUDET,
of Counsel.

EUGENE ROUSSEAU, being duly sworn, deposes and says that he is cashier of the Citizens' Bank of Louisiana, located in this city, and that said bank is bona fide a lawful creditor of John Slidell in the sum of twenty-nine thousand one hundred and ninety-four dollars, with interest thereon as stated and specified in the petition of intervention, part of these proceedings, and as more fully appears from the documents annexed to said petition, being in the following manner, to wit:

Amount of stock note	$4,104
With interest thereon at 10 % per annum from 1st June, 1863, till paid.	
72 Amount paid by said bank for premium of insurance	90 00
With interest at 8% per annum from 15th Dec., 1862, till paid.	
Amount paid by Ad. Marcuard & Co. for account of this bank to John Slidell under letter of credit	25,000
With interest at 8% per annum from 22d April, 1862, till paid.	
Amount	$29,194

And that no other person is the owner of the claim aforesaid but the said Citizens' Bank of Louisiana, who has not, directly or indirectly, aided, countenanced, or abetted the existing rebellion against the United States.

Affiant further declares that the above claim is secured by mortgage on the property described in the petition of intervention, part of these proceedings.

(Signed) EUG. ROUSSEAU.

Sworn to and subscribed before me this 2d Oct., 1863.

(Signed) K. LOEW, *D'y Clk.*

73 *Doct. A.—Stock note, filed with intervention Oct. 2d, 1863.*

$8,550	Original loan.
$3,933	23d instalment.
$4,617	

Be it known that I am well and truly indebted unto the Citizens' Bank of Louisiana, for value received, in the sum of four thousand six hundred and seventeen dollars, being the amount of my credit as a stockholder of 171 shares, now reduced to 160 shares, of said institution, which sum I will pay at the banking-house of New Orleans on the first day of June, 1860. Fixed or renewed according to the provisions of the charter of said bank.

The payment of the aforesaid sum of money is secured by two deeds of mortgage passed by me—one before Charles Boudousquié, then notary, on the 10th June, 1842, and one before Ad. Boudousquié, notary, on the 17th May, 1855.

(Signed) JOHN SLIDELL.

NEW ORLEANS, *July 7th*, 1859.

(On margin:) Ne varietur. In order to identify this bond with the act mentioned in the body thereof, and also with an act passed before me on this day.

New Orleans, July 7th, 1859.

(Signed) AD. BOUDOUSQUIÉ,
Not. Pub.

74 NEW ORLEANS, 1*st June*, 1860.

Received one hundred and seventy-one dollars, being twenty-fourth instalment on the above loan.

(Signed) J. DEJEAN,
Comptroller.

NEW ORLEANS, 27*th May*, 1861.

Received one hundred and seventy-one dollars, being twenty-fifth instalment on the above loan.

(Signed) J. DEJEAN,
Comptroller.

NEW ORLEANS, 2*d June*, 1862.

Received one hundred and seventy-one dollars, being twenty-sixth instalment on the above loan.

(Signed) J. DEJEAN,
Comptroller.

Document B.—Act of mortgage, filed with intervention Oct. 2d, 1863.

In the city of New Orleans, in the State of Louisiana, this 10th June, 1842, and the 66 year of the American Independence, before me,
75 Charles Boudousquié, notary public, duly commissioned and sworn, in and for this city and the parish of Orleans, therein residing, and in presence of the witnesses hereinafter named and undersigned, personally came and appeared John Slidell, esqr., residing in this city, and William Charles Cole Claiborne, esqr., also of this city, and herein acting in his capacity of president of the Citizens' Bank of Louisiana.

The said John Slidell declared that having acquired one hundred and fifty shares of the Citizens' Bank of Louisiana, the transfer of which shares has been made to him on the books of said bank, by André Deslondes, testamentary executor of the late James Chastant, on the 10th June instant, said 150 shares of $100 each, making together the sum of fifteen thousand dollars, in the capital stock of the Citizens' Bank of Louisiana, created and incorporated by an act of the legislature, approved on the 1st day of April, 1833, he does hereby acknowl-
76 edge himself to be well and truly indebted unto said bank in the sum of $15,000 for the amount of said shares.

And in order to secure said shares in the capital stock of said bank, and also to secure the payment of the capital and interest of the loan raised or to be raised to form the capital stock of said bank by the issuing of bonds, signed by the governor of the State of Louisiana, countersigned by the secretary and treasurer of State, and under the seal of State, the said John Slidell does hereby specially mortgage in favor of the Citizens' Bank of Louisiana all and singular that lot of ground situate in this city on Royal street, between Conti and Bienville streets, designated by No. 5 on a plan drawn by Joseph Pilie, city surveyor, on the 4th day of April, 1834, and annexed to an act of sale from Mathew Morgan, R. O. Pritchard, and Jas. W. Zacharie to Manuel I. de Lizardi, executed before Branch W. Miller, late a notary in this city, on the 23d April, 1834, said lot of ground measuring in American measure
77 23 feet in front on Royal street and 95 feet 4 inches and 4 lines in depth, between parallel lines; bounded on the side towards Conti street by the property now belonging to John Garnier, and on the side towards Bienville st. by the property belonging to Lizardi Hermands, together with the three-story brick building and all improvements thereon.

Which property belongs to the said John Slidell, as having been retroceded to him by Randall Currell, curator of the estate of Richard O. Pritchard, according to an act passed on the 23d March, 1841, before Lucien Hermann, notary public, in this city.

Said property shall remain thus mortgaged until the above-mentioned bonds shall have been redeemed in capital and interest, or until the said John Slidell shall have paid the amount of his shares, or shall have reimbursed any loan which he may have obtained as stockholder, unless he should previously have transferred his stock, and have been entirely discharged by the bank.

78 The said John Slidell agrees that the present mortgage, granted by him to secure his stock, and any loan which he may obtain from said bank, shall bear interest at the rate of 10 % per annum from due until paid, if not punctually paid when due; and that the aforesaid property shall likewise remain specially mortgaged to secure the payment of said eventual interest.

It is expressly agreed that if the bank should hereafter discover that the titles to the above mortgaged property are defective, or that the same is encumbered with some tacit mortgage, the bank shall be entitled to have his stock sold, and to claim the immediate payment of any loan which he may have obtained, unless, however, the said John Slidell should choose to mortgage instead of said property other property, the title whereof shall be indisputable.

It is understood between the parties to these presents that whenever it shall be proved to the satisfaction of the board of directors that the property now mortgaged is no longer of sufficient value to secure the above shares, the bank shall have the right to demand an addi-

79 tional security, and in case of refusal or neglect on the part of said John Slidell to give said additional security when required, the bank shall have the right of having his stock sold, either in whole or in part, in causing the property mortgaged to be seized and sold in order to obtain the payment of any sums which may have been loaned to him as stockholder.

The said president hereby acknowledges that the said Slidell has caused the above mortgaged buildings to be insured, and has transferred the insurance policy to the bank.

The said John Slidell binds himself to renew the said insurance yearly until said mortgage shall have been released by the bank, and to transfer for each year to the bank the insurance policy thus renewed; and should he fail or neglect to renew the said insurance as to let even one day elapse without the above-described buildings being insured, then and in such case any loan which he may have obtained from said bank shall, through such neglect, become immediately due and demandable,
80 and the bank shall moreover have the right of having his stock immediately sold, without being bound to put him in default, or to prove that it has put him in default of renewing said insurance.

And in case the said insured buildings should be either wholly or partly destroyed by fire, the bank shall have the right to claim and receive from the insurers the amount for which they may be liable, and to keep the said amount until the buildings destroyed or damaged by fire shall have been either rebuilt or repaired, or until other property of equal value shall have been substituted in the place of the one thus damaged or destroyed.

According to certificate of the recorder of mortgages in and for this city, hereto annexed, and dated 9th June, 1842, it appears that there is no mortgage standing in the name of John Slidell, and recorded against the above-described property.

The said John Slidell, for further security of the payment of any loan which the said bank may grant to him, and of the eventual interest at 10 % per annum in case of non-payment at maturity, does
81 by these presents pledge unto the Citizens' Bank the said 150 shares.

The said John Slidell declares that according to his marriage contract there exists no community between him and Marie Mathilde Deslondes, his wife, and that his said wife has renounced in said contract all rights of mortgage and lien upon his property.

The present mortgage is hereby accepted by William C. C. Claiborne, esq., in his aforesaid capacity.

Thus done and passed at New Orleans, in my office, on the day, month, and year first before written, in presence of Messrs. Armand Durel and Pierre Lanaux Plicque, competent witnesses, who have hereunto signed their names, together with said appearers and me, the notary, after due reading thereof.

(Signed) JOHN SLIDELL,
W. C. C. CLAIBORNE,
President.

" A. DUREL,
P. L. CLICQUE,
CHAS. BOUDOUSQUIÉ,
" *Notary Public.*

82 A true copy of the original. New Orleans, this 10 June, 1842.
(Signed) CHAS. BOUDOUSQUIÉ.

The undersigned, recorder of mortgages for this city and parish, certifies that this act of mortgage was recorded in my office on the 11th June, 1842, in book 45, folio 372, and that since the date of the certificate mentioned in said act of mortgage no other mortgage than the one granted by the same act has been recorded in the name of John Slidell on the property therein described.

New Orleans, 13th June, 1842.

(Signed) P. LANDREAUX,
D'y Recorder.

I, register of conveyances, certify that according to the books of my office it does not appear that John Slidell has alienated the property designated in the present act.

New Orleans, 14th June, 1842.

(Signed) T. MULLET,
D'y Recorder.

83 *Document C.—Act of mortgage filed with intervention of Citizens' Bank.*

OCTOBER 2D, 1863.

UNITED STATES OF AMERICA:

STATE OF LOUISIANA,
City of New Orleans:

Be it known that, on this 17th day of May, in the year of our Lord 1855, and the 79 of the Independence of the United States of America, before me, Adolphe Boudousquié, notary public, duly commissioned and sworn, in and for this city and parish of Orleans, therein residing, and in presence of the witnesses hereinafter named and undersigned, personally came and appeared John Slidell, of this city, and James D. Denegre, also of this city, president of the Citizens' Bank of Louisiana, and herein acting by virtue of a resolution adopted by the directors of said at their sitting of the 4th day of May, 1855, whereof a true copy is hereto annexed, which said appearers severally de-
84 clare that whereas the said John Slidell is the owner of nineteen shares of $100 each in the capital stock of the Citizens' Bank of Louisana, created and incorporated by acts of the legislature of this State, which shares are the remnant of a lot originally of 21 shares standing upon a property having 27 feet front on Philippa street, by 106 feet 11 inches 4 lines in depth on Hevia street, 1st district of this city, from which shares two have been set apart to constitute the cash stock of said bank, in conformity with an act of the legislature of this State entitled "An act to authorize the Citizens' Bank of Louisiana to convert shares secured by mortgage into cash-shares," approved April 28th, 1855.

And whereas the said John Slidell, in compliance with the act aforesaid, is required to secure the amount of the original 21 shares, and to assume all the responsibilities thereto belonging:

Now therefore the said John Slidell does hereby acknowledge himself to be indebted unto the said Citizens' Bank of Louisiana, 1st, in
85 the sum of $2,100, the amount of the original shares; 2d, for all loans which he may hereafter obtain on said shares, the same to be subject to an eventual interest at the rate of 10 % per annum in case of non-payment at maturity; 3d, and in the sum of $42, amount of the two unmatured installments of the contribution due on said 21 shares.

And in order to represent this last-mentioned sum the said John Slidell has furnished, under date of this day, a contribution bond drawn by him in favor of the Citizens' Bank, payable at the office of said bank in this city, in two equal instalments of $21 each, on the 1st day of May, 1856 & 1857, respectively. Each instalment bearing interest, in case of non-payment at maturity, at the rate of 7 % per annum until final payment. Which bond after having been paraphed "Ne varietur" by the undersigned notary, in order to identify it, this act was delivered to the said James D. Denegre, in his capacity, who acknowledges the receipt thereof.

86 And in order to secure unto the Citizens' Bank of Louisiana the sum of $2,100, amount of said 21 original shares, the payment of all loans which may be obtained on said shares, and all eventual interests at 10 per cent. per annum, and also the payment in principal and interest of the above contribution-bond, and finally in order to secure in capital and interest the payment of the loan raised to form the capital stock of the said bank, by the issuing of bonds signed by the governor of this State, to the order of the Citizens' Bank, countersigned by the treasurer and the secretary of this State, and under the seal of the State, the said John Slidell does hereby mortgage and hypothecate specially and by privilege in favor of the Citizens' Bank of Louisiana the following-described property, to wit:

A lot of ground, with the buildings thereon, situate in this city, on Royal street, between Conti and Bienville streets, and designated by the number 5 on a plan drawn by Jos. Pilie, city surveyor, on the
87 4th April, 1834, and annexed to an act of sale from Mathew Morgan, R. O. Pritchard, and James W. Zacharie to Manuel Y. de Lizardi, passed before Branch W. Miller, late a notary in this city, on the 23d April, 1834. The said lot having in American measure 22 feet front on Royal street, by 95 feet 4 inches and 4 lines in a depth between parallel lines, and being the same which way conveyed to the said John Slidell by Randall Currell, curator of the estate of Richard O. Pritchard, by an act passed before Lucien Herman, late a notary public in this city, on 23d March, 1841.

Which property shall remain thus mortgage' until the above-mentioned bonds shall have been redeemed, or until the said John Slidell shall have paid the amount of said shares, as well as the amount of said contribution-bond, and the loans which he may obtain on the said shares, unless, however, he should previously have transferred said stock, or have been entirely discharged by said bank.

88 It is agreed upon by the parties that if the bank should hereafter discover that the titles to the property herein mortgaged are defective, or that the same is encumbered with any tacit mortgage, the bank shall have the right to claim the immediate payment of such loans and contributions, and to cause said property and the stock secured thereby to be sold unless the said John Slidell should prefer substituting thereto other property, the titles whereof should be indisputable.

It is also agreed upon between the parties that whenever it shall be proven to the satisfaction of the board of directors of the Citizens' Bank that the property now mortgaged is no longer of sufficient value to secure the above-mentioned shares, the bank shall have the right to demand an additional security, and in case of refusal and neglect of the said John Slidell to give such additional security when required, the bank shall have the right to cause to be seized and sold the prop-
89 erty and stock aforesaid, in order to obtain payment of the stock note which may be due and the bond above described.

The undersigned, recorder of mortgages for this city and parish, certifies that this act of mortgage was recorded in my office on the 11th June, 1842, in book 45, folio 372, and that since the date of the certificate mentioned in said act of mortgage no other mortgage than the one granted by the same act has been recorded in the name of John Slidell on the property therein described.

New Orleans, 13th June, 1842.

(Signed) P. LANDREAUX,
D'y Recorder.

I, register of conveyances, certify that according to the books of my office it does not appear that John Slidell has alienated the property designated in the present act.

New Orleans, 14th June, 1842.

(Signed) T. MULLET,
D'y Recorder.

83 *Document C.—Act of mortgage filed with intervention of Citizens' Bank.*

OCTOBER 2D, 1863.

UNITED STATES OF AMERICA:

STATE OF LOUISIANA,
City of New Orleans:

Be it known that, on this 17th day of May, in the year of our Lord 1855, and the 79 of the Independence of the United States of America, before me, Adolphe Boudousquié, notary public, duly commissioned and sworn, in and for this city and parish of Orleans, therein residing, and in presence of the witnesses hereinafter named and undersigned, personally came and appeared John Slidell, of this city, and James D. Denegre, also of this city, president of the Citizens' Bank of Louisiana, and herein acting by virtue of a resolution adopted by the directors of said at their sitting of the 4th day of May, 1855, whereof a true copy is hereto annexed, which said appearers severally de-
84 clare that whereas the said John Slidell is the owner of nineteen shares of $100 each in the capital stock of the Citizens' Bank of Louisana, created and incorporated by acts of the legislature of this State, which shares are the remnant of a lot originally of 21 shares standing upon a property having 27 feet front on Philippa street, by 106 feet 11 inches 4 lines in depth on Hevia street, 1st district of this city, from which shares two have been set apart to constitute the cash stock of said bank, in conformity with an act of the legislature of this State entitled "An act to authorize the Citizens' Bank of Louisiana to convert shares secured by mortgage into cash-shares," approved April 28th, 1855.

And whereas the said John Slidell, in compliance with the act aforesaid, is required to secure the amount of the original 21 shares, and to assume all the responsibilities thereto belonging:

Now therefore the said John Slidell does hereby acknowledge himself to be indebted unto the said Citizens' Bank of Louisiana, 1st, in
85 the sum of $2,100, the amount of the original shares; 2d, for all loans which he may hereafter obtain on said shares, the same to be subject to an eventual interest at the rate of 10 % per annum in case of non-payment at maturity; 3d, and in the sum of $42, amount of the two unmatured installments of the contribution due on said 21 shares.

And in order to represent this last-mentioned sum the said John Slidell has furnished, under date of this day, a contribution bond drawn by him in favor of the Citizens' Bank, payable at the office of said bank in this city, in two equal instalments of $21 each, on the 1st day of May, 1856 & 1857, respectively. Each instalment bearing interest, in case of non-payment at maturity, at the rate of 7 % per annum until final payment. Which bond after having been paraphed "Ne varietur" by the undersigned notary, in order to identify it, this act was delivered to the said James D. Denegre, in his capacity, who acknowledges the receipt thereof.

86 And in order to secure unto the Citizens' Bank of Louisiana the sum of $2,100, amount of said 21 original shares, the payment of all loans which may be obtained on said shares, and all eventual interests at 10 per cent. per annum, and also the payment in principal and interest of the above contribution-bond, and finally in order to secure in capital and interest the payment of the loan raised to form the capital stock of the said bank, by the issuing of bonds signed by the governor of this State, to the order of the Citizens' Bank, countersigned by the treasurer and the secretary of this State, and under the seal of the State, the said John Slidell does hereby mortgage and hypothecate specially and by privilege in favor of the Citizens' Bank of Louisiana the following-described property, to wit:

A lot of ground, with the buildings thereon, situate in this city, on Royal street, between Conti and Bienville streets, and designated by the number 5 on a plan drawn by Jos. Pilie, city surveyor, on the

87 4th April, 1834, and annexed to an act of sale from Mathew Morgan, R. O. Pritchard, and James W. Zacharie to Manuel Y. de Lizardi, passed before Branch W. Miller, late a notary in this city, on the 23d April, 1834. The said lot having in American measure 22 feet front on Royal street, by 95 feet 4 inches and 4 lines in a depth between parallel lines, and being the same which way conveyed to the said John Slidell by Randall Currell, curator of the estate of Richard O. Pritchard, by an act passed before Lucien Herman, late a notary public in this city, on 23d March, 1841.

Which property shall remain thus mortgage' until the above-mentioned bonds shall have been redeemed, or until the said John Slidell shall have paid the amount of said shares, as well as the amount of said contribution-bond, and the loans which he may obtain on the said shares, unless, however, he should previously have transferred said stock, or have been entirely discharged by said bank.

88 It is agreed upon by the parties that if the bank should hereafter discover that the titles to the property herein mortgaged are defective, or that the same is encumbered with any tacit mortgage, the bank shall have the right to claim the immediate payment of such loans and contributions, and to cause said property and the stock secured thereby to be sold unless the said John Slidell should prefer substituting thereto other property, the titles whereof should be indisputable.

It is also agreed upon between the parties that whenever it shall be proven to the satisfaction of the board of directors of the Citizens' Bank that the property now mortgaged is no longer of sufficient value to secure the above-mentioned shares, the bank shall have the right to demand an additional security, and in case of refusal and neglect of the said John Slidell to give such additional security when required, the bank shall have the right to cause to be seized and sold the prop-

89 erty and stock aforesaid, in order to obtain payment of the stock note which may be due and the bond above described.

And in order to secure furthermore unto the said Citizens' Bank the payment in principal and interest of the said contribution-bond, and of the loans which may be obtained upon the said shares, the said Slidell does hereby pledge and pawn in favor of said bank the aforesaid nineteen shares of stock, which, pursuant to this pledge, are hereby transferred to the said bank.

And the said John Slidell declared that the said buildings erected on said lot are insured, and the policy thereof is transferred to the bank, and he does hereby binds himself to renew the said insurance yearly until this mortgage shall have been released by the bank, and transferred each year to the bank the insurance policy thus renewed, and should he fail or neglect, so as to let even one day elapse without the above
90 buildings being insured, then and *and* in such case the loans and contributions due on said shares shall through such neglect become immediately due and demandable, and the bank shall, moreover, have the right of selling the above-described property and stock without being bound to put the said John Slidell in default, or to prove that he had been put in default of renewing said insurance.

And in case the said insured buildings should be either wholly or partly destroyed by fire, the bank shall have the right to claim and receive from the insurers the amount for which they may be liable, and to keep the said amount until the buildings destroyed or damaged by fire shall have been rebuilt or repaired, or until other property of equal value shall have been substituted for the one thus damaged or destroyed by fire.

The said John Slidell declared that according to his marriage contract there exists no community between him and Mrs. Marie Mathilde
91 Deslondes, his wife, and that his said wife has renounced in said contract all rights of mortgage and lien upon his property.

By reference to the annexed certificate, dated May 17, 1855, it will appear that the above-described property is free from encumbrance or mortgage in the name of said John Slidell, with the exception of the mortgage he granted in favor of the said Citizens' Bank of Louisiana by an act passed before Chs. Boudousquié, late notary in this city, on the 10th day of June, 1842, to secure 150 shares of the stock of said bank, now reduced to 140 shares, and the payment of all loans thereon.

Thus done and passed in my office in the city of New Orleans, the day, month, and year first above written, in the presence of William G. Latham and Guy Duplantier of said city, competent witnesses, who have signed with the parties and me, the notary, after reading the whole.

(Signed) JOHN SLIDELL,
(Signed) JAMES DENEGRE, *Pres't.*
92 (Signed) W. G. LATHAM,
(Signed) GUY DUPLANTIER,
(Signed) AD. BOUDOUSQUIÉ,
Not. Public.

A true copy. New Orleans, May 26, 1855.
(Signed) AD. BOUDOUSQUIÉ
Not. Public.

Document D.—Filed with the intervention of the Citizens' Bank, Oct. 2d, 1863.

Furnishing a stock note by John Slidell to bank.

UNITED STATES OF AMERICA,
STATE OF LOUISIANA,
City of New Orleans:

Be it known that on this 7th day of July, 1859, and the 84th year of American Independence of the United States of America, before me, Adolphe Boudousquié, notary public, duly commissioned and sworn, in and for this city and the parish of Orleans, therein residing, and in presence of the witnesses hereinafter named and undersigned, personally came and appeared Mr. John Slidell, of this
93 city, and Mr. John G. Gaines, also of this city, president pro tempore of the Citizens' Bank of Louisiana, herein acting as such for and in the name of said bank, who declared that Mr. John Slidell is the actual owner of 160 shares of $100 each in the capital stock of the Citizens' Bank of Louisiana, it being the amount of a lot originally for 171 shares, from which 11 shares have been set apart to constitute a cash stock, in conformity with an act of the legislature of this State, entitled "An act to authorize the Citizens' Bank of Louisiana to convert shares secured by mortgage into cash shares," approved on the 28th day of April, 1853; which shares are secured by two mortgages, consented by said John Slidell, in favor of the Citizens' Bank of Louisiana, by two acts—one passed before Charles Boudousquié, then notary, on the 10th day of June, 1842, to secure 150 shares, and the other passed before the undersigned notary on the 17th
94 May, 1855, to secure 21 shares, and also to secure all loans on said shares and all eventual interest at the rate of 10 % pe annum in case of non-payment at maturity, which mortgages bea on a lot of ground, together with the buildings thereon, situated in th second district of this city, on Royal street, between Conti and Bien ville streets, and designated by No. 5, on a plan drawn by Jos. Pilie city surveyor, on the 4th April, 1834, and annexed to an act passed before Branch W. Miller, late notary, on the 23d April, 1834, the said lot having in American measure 22 feet front on Royal street, by 95 feet 4 inches and four lines in depth between parallel lines.

That by an act of the legislature of this State, entitled "An act to equalize the loan to mortgage stockholders of the Citizens' Bank of Louisiana, by an extension of five hundred thousand dollars of the State bonds due in 1859, approved on the 17th day of March, 1858, the said John Slidel is entitled on said 171 shares to an additional
95 loan of thirteen hundred and seventy-seven dollars, which added to the sum of $3,240 of loans already obtained thereon, will form the aggregate sum of $4,617, which completes the full loan on said shares.

That the said John Slidell, having complied with the requirements of the act of the legislature last above mentioned, has applied to the Citizens' Bank of Louisiana for the loans to which he is entitled as aforesaid, offering to furnish his stock-note to represent the aforesaid sum of $4,617, which application was granted and the offer accepted:

Now, therefore, as acknowledgment of the additional loan of $1,317, which he has presently received from the Citizens' Bank of Louisiana, as evidence of $3,240 already obtained on said shares, the said John Slidell has presently furnished, under date of this day, one bond or stock note drawn by him in favor of the Citizens' Bank of Louisiana,

for the sum of $4,617, payable on the 1st day of June, 1860, or renewable from year to year, agreeably to the provisions of the charter
96 of said bank, and the laws thereto relative, and bearing interest at 10 % per annum in case of non-payment at maturity. Which stock note was delivered to the said John G. Gaines, in his said capacity, after having been paraphed "Ne varietur" by me, the undersigned notary, in order to identify it with this act and the acts above recited and referred to.

Thus done and passed at New Orleans, in my office, on the day, month, and year first above written, in the presence of Messrs. Felix Grima and Louis Dutour, competent witnesses, who have hereunto subscribed their names with the said parties and me, notary, after due reading thereof.

(Signed) JOHN SLIDELL.
" JOHN G. GAINES.
" L. DUTOUR.
" F. GRIMA.
" AD. BOUDOUSQUIÉ,
Notary Public.

A true copy:

AD. BOUDOUSQUIÉ,
Notary Public.

97 *Document E.—Filed with the intervention of the Citizens' Bank 2d October, 1863, relating to the claim for 100,000 francs.*

JAMES D. DENEGRE, *President.* EUG. ROUSSEAU, *Cashier.*

CITIZENS' BANK OF LOUISIANA,
New Orleans, Sept. 3, 1863.

MESSRS. AD. MARCUARD & CO., *Paris:*

MESSIEURS: Nous accreditons près de vous, par la présente, l'honorable Mr. John Slidell, jusqu'à concurrence de 100,000 francs, que vous voudrez bien lui compter en montants à sa convenance, au débit de notre compte, contre les traites au taux du jour sur son agent à la Nouvelle Orléans, ou contre ses reçus dans le cas ou les communications demeureraient toujours interrompues.

Agréez Messieurs mes salutations empressées.

(Sig.) EUG. ROUSSEAU, *Cashier.*

A true copy:
New Orleans, March 30th, 1863.
(Signed) EUG. ROUSSEAU, *Cashier.*

98 *Document F.—Filed with the intervention of Citizens' Bank 2d October, 1863.*

John Slidell to the Citizens' Bank of Louisiana: For the following amounts paid him by Messrs. Marcuard & Co., Paris. On letter credit:

1862—February 28th	f'cs,	10,000
" " 27th		10,000
" March 20th		10,000
" May 13th		70,000
F'cs		100,000

4 f'cs to $1 $\frac{00}{000}$ = $25,000; due 22d April, 1862; 8 % interest per annum from 22d April, 1863, till paid.

Document H.—Letter-press copy, filed 2d Oct., 1863, *with the intervention of the Citizens' Bank.*

(Translation.)

MR. EUGENE ROUSSEAU, *Cashier Citizens' Bank, New Orleans:*

PARIS, 31*st March*, 1862.

We beg leave to confirm the contents of our last, 15th inst., the
99 copy of which is in possession, (a few words cannot be read,) advising us of your drafts of Mailet, together f'cs 64,575.32 cts., which we note to your debit.

The receipt of Belmont, Mr. John Slidell, francs 100,00 , we carry to your debit. All your precedent letters are received, with the exception of that 31st January, which offers but little interest, by what we perceive from the copy which is now at hand. We had previously occasion to let you know that all the remittances you had made during the last 6 months had been received.

We are, &c.,

(Signed) AD. MARCUARD & CO.

Since the payment above mentioned to John Slidell we have paid the same—f'cs 10,000 the 20th Feb'uary, francs 10,000 27th Feb'uary, of which we have transmitted you the receipts in our precedent letters.

Document J.—Letter-press copy, filed 2d Oct., 1863, *with the intervention of the Citizens' Bank.*

100 (Translation.)

MR. EUG. ROUSSEAU, *Cashier*, (care of Cahuzac Bros., Havana:)

PARIS, 13*th May*, 1862.

SIR: We confirm our letter of the April, of which here is a copy, and without any of your to answer.

We limit ourselves to the transmission of receipt for our payment to-day to John Slidell, f'cs 70,000, which we carry to your debit. This payment completes the credit that you had open to him in our house.

Referring to our bulletin of current rates, &c., &c.

(Signed) AD. MARCUARD & CO.

Document G.—Filed with intervention of the Citizens' Bank October 2d, 1863.

STATE OF LOUISIANA,

City of New Orleans:

Be it known that on this 2d day of May, in the year of our Lord
101 1862, before me, Adolphe Boudousquié, notary public, duly commissioned and sworn, in and for this city and parish of Orleans, personally came and appeared Mr. Thomas Allen Clarke, of this city, herein acting as the agent and attorney in fact of Mr. John Slidell, of this city, by virtue of an act of procuration deposited in the Citizens' Bank of Louisiana, who declared that, in order to secure unto the said Citizens' Bank of Louisiana the payment of the sum of one hundred thousand francs, (f'cs 100,000,) amount of a letter of credit given by the said bank to the said John Slidell and to Mrs. Mathilde Deslondes, his wife, on Messrs. Marcuard & Co., of Paris, France, the payment of all sums of money which the said John Slidell and his wife have obtained or

may obtain from the said Marcuard and Co., by their drafts or other obligations on the said Citizens' Bank, or his agent, to the amount of one hundred thousand francs, (f'cs 100,000,) in addition to the said let-
102 ter of credit, and also the payment of all exchange, interest, charges, and costs on the sums drawn by virtue of said letter of credit or otherwise, he does, by these presents, in the name of the said John Slidell, mortgage and hypothecate, in favor of the said Citizens' Bank of Louisiana, James D. Denegre, esq'r., president of said bank, accepting the following-described property, to wit:

A lot of ground, together with the buildings and improvements thereon, situate in the first district of this city, on St. Charles street, between Common & Gravier streets, designated by No. 4, and measuring, in American measure, 20 feet 10 inches front on St. Charles street by 59 feet 10 inches in depth on the line seperating it from lot No. 3, 59 feet in the line towards Gravier street and twenty feet 7 inches in width in the rear, being the same property which he purchased in the following manner, viz: one-half from the creditors of R. O. Pritchard by an
103 act passed before F. Grima, notary, on the 9th March, 1839, and the other half from H. R. Denis by an act passed before A. Mazureau, notary, on the 18th March, 1846.

A lot of ground, together with the buildings and improvements thereon, adjoining the one above described, designated by the No. 3, and measuring, in American measure, 20 feet 10 inches front on St. Charles street by 60 feet 8 inches in depth on the line seperating it from lot No. 2, 59 feet 10 inches on the line dividing it from lot No. 4, and 20 feet 5½ inches in the rear, being the same property which the said John Slidell purchased from the creditors of R. O. Pritchard by an act passed before F. Grima, notary, on the 9th March, 1839.

And two lots of ground, together with the buildings and improvements thereon, adjoining the above described, designated by the Nos. 5 & 6, measuring each 22 feet 6 inches 2 lines front on Common street, between St. Charles and Camp streets, and 22 feet 6 inches in the rear, said lot No. 5 measuring in depth 109 feet 6 inches
104 6 lines on the line seperating it from lot No. 6; and said lot No. 6 measuring in depth 110 feet 9 inches & 3 lines *line* on the line seperating it from lots No. 7 & 11, being the same property which the said John Slidell purchased from H. C. Cammack and T. Dixon by an act passed before William Christy, notary, on 21st February, 1833.

He, the said T. A. Clarke, binding the said John Slidell not to sell, alienate, or encumber the said properties to the prejudice of this act.

The said T. A. Clarke declared that the said John Slidell is seperated in property from his wife by virtue of their marriage-contract; and that the renounc'ation of Mrs. Slidell is not necessary to these presents.

The parties do hereby dispense with the production of a certificate from the recorder of mortgages for this city and parish, and they exonerate the undersigning notary from all responsibility in the premises.

Thus done and passed, at New Orleans, in my office, on the
105 day, month, and year first written, in the presence of Louis Dutour and Charles F. Barry, competent witnesses, who have hereunto subscribed their names with the said parties and me, notary, after due reading thereof.

(Signed) THOMAS ALLEN CLARKE,
" JAMES D. DENEGRE, *President*,
" L. DUTOUR,
" CHAS. F. BARRY,
" AD. BOUDOUSQUIÉ.

Not. Public.

A true copy of the original on file in my office.
New Orleans, May 2d, 1862.
(Signed) AD. BOUDOUSQUIÉ,
Not. Public.

MORTGAGE OFFICE,
City and parish of Orleans:

I, Alfred Shaw, recorder of mortgages for the city and parish aforesaid, do hereby certify that the within act was recorded in the records of my office on the 3d of May, 1862, in B. 78, fo. 259.
New Orleans, March 19th, 1863.
(Signed) ALFRED SHAW,
Recorder.

106 *Intervention of F. A. Marcuard.—Filed October 2d, 1863.*

To the honorable E. H. Durell, judge of the United States district court for the eastern district of Louisiana.

In pursuance of the public notice given by James Graham, United States marshal for the said United States district court, in the case of the "United States vs. 844 lots and 10 squares of ground, the property of John Slidell, No. 7686" of the docket of the court aforesaid, to all persons interested in the property of John Slidell, to be and appear before this honorable court to show cause, if any they have, why the said property should not be condemned and forfeited to the United States:

Now comes into court Frederic Adolphe Marcuard, banker, on alien residing in Paris, France, represented in New Orleans by Eugène Rousseau, his agent, as appeared from the power contained in doc-
107 ument "A," hereto annexed, who, reserving his right to all exceptions, if necessary, intervenes for his own interest and exhibits this his libel against the property of John Slidell, now being in the custody of the above-named United States district court, in virtue of a warrant issued by this honorable court in the confiscation case of the United States vs. 844 lots and 10 squares of ground, the property of John Slidell; and thereupon the said F. A. Marcuard, through his agent above named, does allege and articulately propound as follows, to wit:

That by act under private signature passed before, at Paris, on the 4th June, 1862, between Fred. A. Marcuard and John Slidell, herewith submitted, marked "A," the said Marcuard loan to John Slidell a sum of 250,000 francs, payable at one year in Paris, France, and in current coin there, with interest at the rate of 5% per annum, in security of which loan, John Slidell mortgaged to said F. A. Marcuard real
108 estate in this city described in said act and estimated therein at $297,500, and assigned to Marcuard towards the payment of said loan all the rents due and to become due on said property.

That said act was received by E. Rousseau on the 14th July, 1862, on which day he caused the same to be recorded in the mortgage office in this city before the appointment of a recorder of mortgages by General Butler. That the said act was recorded again in the same office on the 29th July, 1862, under the recorder appointed by General Butler.

That deposit of said act was made by Rousseau in the office of Michael Hahn, notary public, in this city, on the 4th August, 1862. And said act and deposit were recorded again in the mortgage office of this city on the 9th of said month of August.

That on the 11th of August, 1862, the following special order was issued by Major-General Butler, commanding the department of the Gulf, to wit:

HEADQUARTERS DEPARTMENT OF THE GULF,
New Orleans, 11th August, 1862.

[Special order No. 251.]

All the property of John Slidell, an officer of the rebel government, is hereby confiscated.

By order Major Gen'l Butler.

R. S. DAVIS,
A. A. A. G.

That in conformity with the above order Rousseau ceased from its date to collect the rents.

That on the 20th February, 1863, E. Rousseau, as agent aforesaid, addressed a letter to General N. P. Banks, commanding the department of the Gulf, asking to be permitted on behalf of said Marcuard to collect the rents on the property of John Slidell, according to the terms of the aforesaid acts of 4th June, 1862, and to remit the same to said Marcuard, copy of which is hereto annexed, marked "B."

That on the same day, 20th May, 1863, Rousseau received an order from John W. McClure, captain and assistant quartermaster,
110 dated that day, to pay over forthwith all monies, notes, bills, &c., belonging in any way to John Slidell, and a copy of which order is hereto annexed, marked C.

That on the 26th February, 1863, in compliance with the above order, Rousseau surrendered to said Captain McClure, assistant quartermaster, 0 rent-notes made by sundry lessees and tenants of stores, houses, and lots situated in this city, belonging to John Slidell, in his possession on behalf of said Marcuard, on the 11th August, 1862, amounting to $8,217.50, and a statement of rents payable monthly or quarterly; also, unpaid on 11th August, 1862, amounting to $1,377, as shown by copy of letter from Rousseau to Captain McClure, dated 26th February, 1863, protesting against the forcible seizure of said property, hereto annexed, marked "D," and by statement of said rent-notes, and of rents payable monthly or quarterly, hereto annexed, marked "E," receipt of which has been given to Rousseau by said Capt. McClure, A. Q. M.

111 E. Rousseau further states that the debt due by John Slidell to F. A. Marcuard amounts, as per statement hereto annexed marked "F," on the 8th of November, 1862, to fr'cs 252,573.39 (two hundred and fifty-two thousand five hundred and seventy-three francs and thirty-nine centimes) with interest on 250,000 francs from said 8th November, 1862, till paid, and that said sum is due and payable, according to the terms of the contract in Paris, France, in current coin there.

Wherefore F. A. Marcuard, intervenor, prays that this honorable court do pronounce in favor of his demand.

That he be recognized as mortgage-creditor of John Slidell in the manner and form and for the amount above stated.

That all monies collected by the military authorities as rents on the property of John Slidell be paid to your intervenor.

That the rent-notes seized in the hands of his agent by order
112 of the military authority be restored to said agent for collection up to the sale of said property.

That said agent be authorized to collect all rents due on demand up

to the day of sale of the property of John Slidell confiscated in this case, it be decreed that your intervenor is entitled to receive by privilege and preference, out of the proceeds of sale of the several pieces of property described in the act of mortgage marked "A," and filed as part of this libel, the sum of two hundred and fifty-two thousand five hundred and seventy-three francs thirty-nine centimes, (frcs. 252,573.39,) with interest at the rate of 5% per annum on 250,000 francs from 8th November, 1862, till paid, and with such difference in exchange as will secure to your intervenor the aforesaid sum of fr'cs 252,573.39 with interest in gold or silver in Paris, agreeably to the terms of his contract with John Slidell.

And intervenor prays for costs and for such other and further
113 relief and redress as to right and justice appertain and the court is competent to give in the premises.

(Signed) MARSOUDET,
Of Counsel.

EUGENE ROUSSEAU, being duly sworn, deposes and says: That he is the lawful agent of Fred. Ad. Marcuard, an alien, residing in Paris, France, as per power of attorney under private signature, dated Paris, June 4th, 1862, annexed to these presents proceedings, and that to the best of his knowledge and belief the aforesaid F. A. Marcuard is bona fide and lawful creditor of John Slidell, for money loaned in Paris to said John Slidell by said F. A. Marcuard on the 4th of June, 1862, as per act annexed also to these proceedings, in the sum of two hundred and fifty-two thousand five hundred and seventy-three francs thirty-nine centimes, in the following manner, viz:

Amount loan in Paris to John Slidell on said 4th June, 1862 ..... fr'cs	250,000	
114 5 % interest to 8th Nov., 1862—157 days..... f'rs	5,451	39
fr'cs	255,451	39
From said amount there is to be deducted a draft of the Citizens' Bank of Louisiana, on Ad. Marcuard & Co., at 60 days' sight, dated August 8th, 1862, proceeds at f'cs 4.15 of $693.50, rents collected from 1st to 4th August, 1862. Value in Paris, 8 Nov., 1862, viz	2,878	
Balance due 8 Nov., 1862, without interest ..... fr'cs	252,573	39

with 5 % per annum interest on f'cs 250,000, from said date till paid, and that no other person is the owner of the claim aforesaid but F. A. Marcuard, who has not directly or indirectly aided, countenance', or abetted the existing rebellion against the United States.

Affiant further declares that the above claim is secured by mortgage on the property described in doc't A, annexed to plaintiff's first libel.

(Signed) EUG. ROUSSEAU.

115 Sworn to and subscribed before me this 2d October, 1862.

(Signed) K. LOEW,
D'y Clerk.

Document "A."—Act of mortgage under private signature.—Filed with intervention of Marcuard October 2d, 1863.

STATE OF LOUISIANA,
City of New Orleans:

Be it known that on this 4th day of the month of August, in the year

of our Lord 1862, before me, Michael Hahn, a notary public in and for the parish of Orleans, State of Louisiana, duly commissioned and qualified, and in the presence of the witnesses hereinafter named and undersigned, personally came and appeared Mr. Eugène Rousseau, residing in this city, who declared that in pursuance of certain clauses contained in the act of mortgage under private signature passed at Paris,
116 in France, on the 4th day of June, 1862, between John Slidell and Frederic Adolphe Marcuard, he, the said Rousseau, has now deposited in my office, to be made part of my record as an authentic act, the above-mentioned act of mortgage under private signature, in the French language, which reads in the following words and figures, to wit:

11663.

Entre les soussignés Monsieur Frédéric Adolphe Marcuard, banquier, demeurant à Paris, rue Bergère, 18, d'une part, et Monsieur John Slidell, propriétaire demeurant sur la paroisse de St. Jean-Baptiste, (état de la Louisiana,) étant actuellement à Paris, logé avenue des Champs Élysées, 37, d'autre part, a été fait et convenu, ce qui suit:

Monsieur John Slidell reconnait par les présentes légitimement devoir à Mr. Marcuard que l'accepte, la somme de deux cent cinquante mille francs pour prêt de parcielles sommes que mon dit Sieur Marcuard
117 lui a fait à l'instant en billets de la banque de France, acceptés comme numéraire pour être employé à ses besoins et affaires.

Monsieur Slidell s'oblige à rembourser à Monsieur Marcuard, la susditte somme de deux cent cinquante mille francs dans le delai d'un an, à compter de ce jour et jusqu'au remboursement effectif, de lui en devoir les intérêts, sur le pied de 5% l'an, sans retenue. Lesquels intérêts seront payables par semestre, les premiers janvier & juillet de chaque année.

Les paiements tant du principal que des intérêts auront lieu de convention expresse en la demeure du préteur. Ils seront effectués en bonnes espèces d'or et d'argent et non autrement, non obstant, toutes les lois, décrets, ordonnances, ou tout autres actes, émanant des gouvernements ou autorités françaises ou américainés, qui introduiraient tout autre mode de libération au bénéfice desquels Monsieur Slidell déclare renoncer expressément et d'honneur.

À d'éfaut de paiement exact d'un seul semestre des intérêts à
118 son échéance et trente jours après une simple mise en demeure signifiée à Monsieur Slidell au domicile par lui ci-après élu, le principal de la présente obligation deviendra immediatement exigible si bon semble à Mr. Marcuard sans que cette exigibilité ait besoin d'être prononcer en justice.

Sil arrivait que le préteur fut obligé de poursuivre le récouvrement de sa créance sur les immeubles hypothequés, ou sur le débiteur directement devant les tribunaux de la Louisiana, il est convenu que son remboursement serait reglé au taux du change sur Paris, a vue payable en espèces, et que les honoraires que le préteur serait obligé de payer aux avocats et procureurs par lui employés jusqu'à concurrence de cinq pour cent du montant de la créance, maximum dont les parties conviennent, seront considérés comme frais nécessaire de justice accessoires de la créance et comme tel seront préludés sur les biens hypothequés.

119 Il est en outre convenu qu'en cas de pour suites judiciaries à la Louisiane les intérêts ci-dessus stipulés seront portés à huit pour cent, taux legal à la Louisiane à compter de ce jour et jusqu'à parfait paiement.

À la garantie du remboursement du montant en principal de la présente obligation du service exacte des intérêts et du paiement de tous frais et accessoires, Monsieur Slidell affecte et hypothèque spécialement au profit de Mr. Marcuard qui l'accepte les immeubles ci-après désignés dont il est propriétaire et qui sont situés dans la ville de la Nouvelle-Orléans, état de la Louisiane, Amérique du Nord, savoir :

1°. Un magazine, situé rue de la Douane, entre les rues de Levée et Chartres, occupé par Messieurs Gratial & Camp, ayant 29 pieds ancienne mesure française, et dont le loyer est de $1,500 par an.

2°. Une maison, rue Royale, entre Conti et Bienville, occupée par Monsieur Runkel, ayant à peuprès vingt cinq pieds de profondeur son loyer est de $1,500 par an.

120 3°. Deux magasins, rue de la Levée, entre la Douane et Bienville, ayant chacun vingt quatre pieds cinq pouces de façade et courant à la rue Clinton, les dits magazins occupés par Plassans & Camp, moyennant un loyer de trois milles piastres par an.

4°. Deux terrains, 50 et 52, rue du Camp, entre Gravier et Natchez, ayant chacun 21 pieds de face sur 71 de profondeur, occupés par la banque des Négociants, moyennant un loyer annuel de $2,800, et l'obligation par le locataire de supporter seul toute contribution.

5°. Deux magasins, rue de la Commune, entre St. Charles et Camp, ayant chacun 22 pieds 6 pouces de face, sur 111 de profondeur loués à Messieurs Pino & Levèque, moyennant $4,000 par an.

6°. Deux magasins, 34 & 36, rue St. Charles, entre Gravier et Commune, ayant chacun 21 pieds de façade sur la rue St. Charles, sur 60 pieds de profondeur, loués à Monsieur J. Moreau, moyennant un loyer annuel de $1,500.

121 7°. Quatre magazins à l'encoignure de la rue du Marché et de la Nouvelle-Levée, ayant ensemble 48 pieds sur la Nouvelle-Levée, sur 110 de profondeur sur la rue du Marché, loués á plusieurs, moyennant $1,800 par an.

8°. Deux terrains vides sur la rue de la Nouvelle-Levée, entre Louise et Delord, ayant ensemble 50 pieds de façade sur 87 de profondeur, loués à Filkins, moyennant $1,500 par an.

9°. Deux terrains vides ayant chacun 27 pieds de façade sur la rue Baronne, entre Poydras et Hevia, sur 107 de profondeur, plus deux terrains vides sur la rue Hevia, entre Baronne et Philippa, ayant chacun 27 pieds de façade sur 108 de profondeur, le tout loués à Mr. D. H. Fowler, moyennant $600 par an, et à la charge du locataire, de payer toutes les contributions.

10°. Une maison sur la rue Foucher, ayant 21 pieds de façade sur 110 de profondeur, loué à Monsieur Pryal, moyennant $420 par an.

122 11°. Une maison, rue Poydras, entre Philippa et Cirque, ayant 40 pieds de façade sur 80 pieds de profondeur, loué à Mr. J. McCrea, moyennant $600 par an.

12°. Une propriété faisant l'encoignure des rues Jersey et Josephine, ayant 180 pieds sur la rue Josephine & 120 pieds sur la rue Jersey, (mesure française.) Il existe sur cette propriété plusieurs petites maisons en bois Le tout est loué à Mr. Clarens, moyennant $900 par an.

13° Un square 740, borné par les rues Cortez, Scott, Gravier, et. Nouveau-Canal.

Un square 581, borné par les rues Canal, Gasquet, Dorgenois et Brand.

Un square 608, borné par les rues Canal, Gasquet, Dupré, et White.

Un square 631, borné par les rues Canal, Gasquet, Dupré, et Gayoso.

Un square 632, borné par les rues Canal, Gasquet, Gayoso, et Salcedo.

Un square 114, borné par les rues Canal, Salcedo, Douane, et Gayoso.

123 Un square 118, borné par les rues Conti, Lopez, Canal, Carondelet, et Salcedo.

14°. Une terre de 92 acres, achetée par acte devant à Mazureau, notaire publique, le 28 août 1843; divisée en squares et terrains portant les numeros 69, 70, 71, 74, 75, 76, 77, & 79 à 115 inclusivement, le tout formant 46 squares et 738 terrains, compris entre le chemin coquillé, les rues Dorgenois, les lignes de Lafayette et de Carrolton.

Les immeubles sus-désignés sont estimés, savoir:

Ceux compris sous le numero 1 seize mille piastres No. 1....	$16,000
Ceux compris sous le No. 2....	14,000
Ceux compris sous le No. 3....	32,000
No. 4....	30,000
No. 5....	35,000
No. 6....	35,000
No. 7....	15,000
No. 8....	4,000
No. 9....	12,000
No. 10....	3,000
No. 11....	7,500
No. 12....	9,000
No. 13....	40,000
No. 14....	45,000

124 Total de l'estimation des biens hypothéqués, deux cent quatre vingt dix sept mille cinq cent dollars—ci.... $297,500

Monsieur Slidell déclare premièrement, que tous les immeubles ci-dessus désignés lui appartiennent au propre, et en pleine et entierre propriété, qu'il les a acquis de divers, aux termes de contrats reguliers dont il prend l'engagement, de justifier au préteur, ainsi que l'accomplissement sur ces contrats des formalités présentes, par les lois de la Louisiane, pour lui en assurer la propriété en commutable et que les prix de ces acquisitions ont êté régulièrement payés aux termes de quittances dont il justifiera pareillement.

Secondement. Quand il s'est marie avec Madame Mathilde Deslonde, et q'u au termes du contrat qui a règlé les clauses et conditions de son union, passé devant le juge de la paroisse de St. Jean-Baptiste,

125 état de la Louisiane le 16 novembre 1835 dont il s'oblige également à justifier; la signature de sa femme n'est pas nécessaire pour vendre, aliéner ou hyphothéquer les biens qu'il possède; et que l'hypothèque légale de Mme. Slidell est limité à l'immeuble situé rue de la Douane, et à concurence d'une somme de six mille dollars.

Troisièmement. Que les immeubles ci dessus désignés, à l'exception de celui situé rue de la Douane, affecté spécialement à l'hypothèque légale de Madame Slidell ne sont guère d'aucune hypothèque légale, conventionnelle ou d'aucune autre nature.

Quatrièmement. Enfin que les immeubles ci-dessus désignés sont tous assurés contre l'incendie par la "New Orleans Mutual Insurance Company," ayant son siége à la Nouvelle-Orléans; et il l'oblige expressement de maintenir cette assurance et de remettre à Mr. Marcuard les polices de ces assurances, duement endossies par lui, por lui tenir

126 lieu suivant les usages locaux, de délégation des indemnités qui seraient dues en cas de sinistre, en garantie du montant de la présente obligation en principal, intérêt, et tout accessoires.

Les justifications que Mr. Slidell s'est obligé à rapporter devront être produites dans le delai de trois mois à compter de ce jour, a defaut d'acomplissement exacte de cette condition dans le dit delai de trois mois à compter de ce jour et celui passé, le montant de la presente obligation deviendra de plein droit immediatement exigible, s'il plait à Mr. Marcuard sans qu'il y ait lieu à aucune mise en demeure dont ce dernier est expressement dispensé, et sans que cette exigibilité ait besoin d'être prononcée en justice.

Par ces mêmes présentes, et pour assurer leur fidèle et regulière exécution, Mr. Slidell a fait et constitué pour son mandataire spéciale
Mr. Eugène Rousseau, caissier de la Banque des Citoyens de la
127 Louisiane, demeurant à la Nouvelle-Orléans.

Auquel il donne pouvoir de pour lui et en son nom, gérer et administrer tant activement que passivement, les biens immeublés ci-dessus hypothéqués, en consequence consentir et renouveler tout baux et locations des dits immeubles, avec telles personnes, pour le temps, aux prix, charges, clauses, et conditions qu'il fugera convenables, consent il s'il y a lieu toutes résiliations.

Toucher de tous locataires fermier ou de tout autres qu'il appartiendra le montant, des loyers et fermages et en donner bonnes et valables quittances.

Faire remise à Messieurs Ad. Marcuard et compagnie, banquiers, à Paris, des montants des loyers en caisses que ces derniers auront la mission d'appliquer au paiement des intérêts et du capital faisant l'objet de l'obligation qui précède et au paiement de tout accessoires.

Deposer l'un des originaux des présentes en l'étude de tel notaire de
la Nouvelle-Orleans dont il aura fait choix pour être mis au rang
128 de ses minutes et pour qu'il soit enrégistré au bureau des hypothèques de la dite ville conformément aux lois de la Louisiane.

Suivre et surveiller l'accomplissement de toutes les formalités prescrites par les susdites lois pour assurer la validité et le rang de l'hypothèque, consentée sur tout les immeubles ci-devant désignés, au profit de Monsieur Marcuard requérir la délivrance de tout bordereaux, certificats et autres pièces et documents propres à constater l'accomplissement de ces formalités. Remettre ces pièces à Mr. Marcuard ou pour lui à telle personne qu'il aurait désigneé pour le représenter.

Aux effets ci-dessus, passer et signer tout actes, dire domicile, substituer et généralement faire aux fins des présentes, ce que les circonstances exigeront quoique non prevu en ces présentes, promettant l'avouer.

Monsieur Marcuard déclare, conférer les mêmes pouvoirs à Monsieur Rousseau, autant que besoin est, et en ce qui le concerne particulierement.

129 Pour l'exécution des présentes les parties élisent domicile, savoir:
Monsieur Marcuard à Paris, en son domicile susdit rue Bergère,
18.

Et Monsieur Slidell aussi à Paris, en sa demeure, avenue des Champs Elysées, 37.

Et en outre pour toutes les procédures qu'il y aurait à suivre à la Nouvelle-Orléans, si aucunes étaient ou devenaient necessaires, les parties font élection de domicile en la dite ville au siége de la Banque des Citoyens de la Louisiane.

Les presentes ont été faites et dressées en triple original en la présence de:

1°. Monsieur Jean Abraham André poupart, baron de Neuflige, banquier, demeurant à Paris, rue Bergère, 18, et

Un square 114, borné par les rues Canal, Salcedo, Douane, et Gayoso.

123 Un square 118, borné par les rues Conti, Lopez, Canal, Carondelet, et Salcedo.

14°. Une terre de 92 acres, achetée par acte devant à Mazureau, notaire publique, le 28 août 1843; divisée en squares et terrains portant les numeros 69, 70, 71, 74, 75, 76, 77, & 79 à 115 inclusivement, le tout formant 46 squares et 738 terrains, compris entre le chemin coquillé, les rues Dorgenois, les lignes de Lafayette et de Carrolton.

Les immeubles sus-désignés sont estimés, savoir:

Ceux compris sous le numero 1 seize mille piastres No. 1....	$16,000
Ceux compris sous le No. 2....	14,000
Ceux compris sous le No. 3....	32,000
No. 4....	30,000
No. 5....	35,000
No. 6....	35,000
No. 7....	15,000
No. 8....	4,000
No. 9....	12,000
No. 10....	3,000
No. 11....	7,500
No. 12....	9,000
No. 13....	40,000
No. 14....	45,000

124 Total de l'estimation des biens hypothéqués, deux cent quatre vingt dix sept mille cinq cent dollars—ci.... $297,500

Monsieur Slidell déclare premièrement, que tous les immeubles ci-dessus désignés lui appartiennent au propre, et en pleine et entierre propriété, qu'il les a acquis de divers, aux termes de contrats reguliers dont il prend l'engagement, de justifier au préteur, ainsi que l'accomplissement sur ces contrats des formalités présentes, par les lois de la Louisiane, pour lui en assurer la propriété en commutable et que les prix de ces acquisitions ont êté régulièrement payés aux termes de quittances dont il justifiera pareillement.

Secondement. Quand il s'est marie avec Madame Mathilde Deslonde, et q'u au termes du contrat qui a règlé les clauses et conditions de son union, passé devant le juge de la paroisse de St. Jean-Baptiste,

125 état de la Louisiane le 16 novembre 1835 dont il s'oblige également à justifier; la signature de sa femme n'est pas nécessaire pour vendre, aliéner ou hyphothéquer les biens qu'il possède; et que l'hypothèque légale de Mme. Slidell est limité à l'immeuble situé rue de la Douane, et à concurence d'une somme de six mille dollars.

Troisièmement. Que les immeubles ci dessus désignés, à l'exception de celui situé rue de la Douane, affecté spécialement à l'hypothèque légale de Madame Slidell ne sont guère d'aucune hypothèque légale, conventionnelle ou d'aucune autre nature.

Quatrièmement. Enfin que les immeubles ci-dessus désignés sont tous assurés contre l'incendie par la "New Orleans Mutual Insurance Company," ayant son siége à la Nouvelle-Orléans; et il l'oblige expressement de maintenir cette assurance et de remettre à Mr. Marcuard les polices de ces assurances, duement endossies par lui, por lui tenir

126 lieu suivant les usages locaux, de délégation des indemnités qui seraient dues en cas de sinistre, en garantie du montant de la présente obligation en principal, intérêt, et tout accessoires.

Les justifications que Mr. Slidell s'est obligé à rapporter devront être produites dans le delai de trois mois à compter de ce jour, a defaut d'acomplissement exacte de cette condition dans le dit delai de trois mois à compter de ce jour et celui passé, le montant de la presente obligation deviendra de plein droit immediatement exigible, s'il plait à Mr. Marcuard sans qu'il y ait lieu à aucune mise en demeure dont ce dernier est expressement dispensé, et sans que cette exigibilité ait besoin d'être prononcée en justice.

Par ces mêmes présentes, et pour assurer leur fidèle et regulière exécution, Mr. Slidell a fait et constitué pour son mandataire spéciale
Mr. Eugène Rousseau, caissier de la Banque des Citoyens de la
127 Louisiane, demeurant à la Nouvelle-Orléans.

Auquel il donne pouvoir de pour lui et en son nom, gérer et administrer tant activement que passivement, les biens immeublés ci-dessus hypothéqués, en consequence consentir et renouveler tout baux et locations des dits immeubles, avec telles personnes, pour le temps, aux prix, charges, clauses, et conditions qu'il fugera convenables, consent il s'il y a lieu toutes résiliations.

Toucher de tous locataires fermier ou de tout autres qu'il appartiendra le montant, des loyers et fermages et en donner bonnes et valables quittances.

Faire remise à Messieurs Ad. Marcuard et compagnie, banquiers, à Paris, des montants des loyers en caisses que ces derniers auront la mission d'appliquer au paiement des intérêts et du capital faisant l'objet de l'obligation qui précède et au paiement de tout accessoires.

Deposer l'un des originaux des présentes en l'étude de tel notaire de
la Nouvelle-Orleans dont il aura fait choix pour être mis au rang
128 de ses minutes et pour qu'il soit enrégistré au bureau des hypothèques de la dite ville conformément aux lois de la Louisiane.

Suivre et surveiller l'accomplissement de toutes les formalités prescrites par les susdites lois pour assurer la validité et le rang de l'hypothèque, consentée sur tout les immeubles ci-devant désignés, au profit de Monsieur Marcuard requérir la délivrance de tout bordereaux, certificats et autres pièces et documents propres à constater l'accomplissement de ces formalités. Remettre ces pièces à Mr. Marcuard ou pour lui à telle personne qu'il aurait désigneé pour le représenter.

Aux effets ci-dessus, passer et signer tout actes, dire domicile, substituer et généralement faire aux fins des présentes, ce que les circonstances exigeront quoique non prevu en ces présentes, promettant l'avouer.

Monsieur Marcuard déclare, conférer les mêmes pouvoirs à Monsieur Rousseau, autant que besoin est, et en ce qui le concerne particulierement.

Pour l'exécution des présentes les parties élisent domicile, savoir:
129 Monsieur Marcuard à Paris, en son domicile susdit rue Bergère, 18.

Et Monsieur Slidell aussi à Paris, en sa demeure, avenue des Champs Elysées, 37.

Et en outre pour toutes les procédures qu'il y aurait à suivre à la Nouvelle-Orléans, si aucunes étaient ou devenaient necessaires, les parties font élection de domicile en la dite ville au siége de la Banque des Citoyens de la Louisiane.

Les presentes ont été faites et dressées en triple original en la présence de:

1°. Monsieur Jean Abraham André poupart, baron de Neuflige, banquier, demeurant à Paris, rue Bergère, 18, et

2°. Monsieur Louis Alfred André, banquier, demeurant à Paris, rue Londres, 27.

Tous deux temoins, lesquels ont certifié et attesté l'indentité de Monsieur Slidell et celle de Monsieur Marcuard, qu'ils déclarent parfaitement connaître, et ils certifient sincères et véritables les écritures et signatures de mon dit Sieur Slidell et celles de Monsieur Marcuard apposées ci-après en leur présence par ces deux messieurs.

À Paris le 4 juin mil huit cent soixante deux.

Approuvé l'écriture et bon pour deux cents cinquante mille francs. (Rayé douze mots comme nuls.)

(Signée) JOHN SLIDELL.

Approuvé l'écriture.

" AD. MARCUARD.

A. DE NEUFLIZE, *témoin.*

ALFRED ANDRÉ, *temoin.*

Witnesses the signatures of John Slidell and Ad. Marcuard.

(Signed) E. H. BRADFORD.
D. D. WITHERS.

Vu par nous, maire du neuvième arrondissement de Paris, pour légalisation des signatures de MM. Ad. Marcuard et John Slidell, apposée en notre présence et en celle de MM. Poupart de Neuflige, (Jean Abraham André,) banquier rue Bergère, 18, et André, (Louis Alfred,) banquier rue de Londres, 27, temoins qui ont attesté l'individualité des comparants, et ont signé avec nous maire.

Paris le quatre juin mil huit cent soixante deux.

[SEAL.] (Signée) ANCELLE, *Adj.*

Vu pour légalisation de la signature de Mr. Ancell, adj. au maire du 9eme arrondt, apposé ce contre.

Paris 10 juin 1862.

Le préfet de la Seine et par délégation,

Le sécrétaire général de la préfecture

[SEAL.] (Sig.) M. G. SEGAND.

Le ministre des affaires étrangères certifie véritable la signature de Monsieur G. Segand, Paris le 11 juin 1862.

Par autorisation du ministre gou., le sous-directeur, chef de la chancellerie.

[SEAL.] (Sig.) DUBOIS.

Vu pour légalisation de la signature appcsée au présent document de Mr. Dubois, sous-directeur, chef de la chancellerie au ministère des affaires étrangères à Paris, à laquelle signature foi doit être ajoutée tant en jugement que hors.

Nouvelle-Orléans le 28 juillet 1862.

Le consul de France,

[SEAL.] (Sig.) CTE. MEJAN.

No. d'ordre 1150, art. 58 du tarif; 12f. 50c., soloit.—Fr.

And to the present act appeared Mr. Eugène Rousseau and Thomas Allen Clarke, both of this city, who, having carefully examined the original act under private signature, and the signatures of the parties, and witnesses thereto affixed, *and* declare as follows:

Mr. Eugène Rousseau declares that he is well acquainted with the signature of F. A. Marcuard, and has seen him sign his name, and that

the signature, "Ad. Marcuard," to the original act under private signature, is the genuine signature of the said F. A. Marcuard.

Mr. Thomas Allen Clarke declares that he is well acquainted with the signatures of "John Slidell," "D. D. Withers," and "E. A. Bradford," and has seen them sign their names, and that the signatures
133 "John Slidell," "D. D. Withers," and "E. A. Bradford" to the original act under private signature are the genuine signatures of the above-named John Slidell, D. D. Withers, and E. A. Bradford.

And at the request aforesaid, I, the said notary, have paraphed the said act "Ne varietur" to identify it herewith, and have herunto annexed the said original act under private signature thus paraphed, there to remain deposited and serve in case of need.

Thus done and passed, in my office at the city of New Orleans, on the day and date first above written, and in presence of Messrs. Charles G. Eckhart and James Fahey, competent witnesses, who hereunto signed their names with the said appearers and me, notary.

(Original signed) EUG. ROUSSEAU.
" THO'S ALLEN CLARKE.
" CHA'S G. ECKHART.
" JAMES FAHEY.
" MICHAEL HAHN,
Not. Public.

134 I hereby certify the above and foregoing to be a true copy of the original act of deposit and the document annexed in the records of my office.

New Orleans, 9th August, 1862.

[SEAL.] (Signed) MICHAEL HAHN,
Not Public.

I, the undersigned, recorder of mortgages for the parish of Orleans, city of New Orleans, State of Louisiana, certify that this act of mortgage has been recorded in my office.

1st. On the 14th July, 1862, in B. 78, f. 358.
2d. On the 29th July, 1862, in B. 78, f. 380.
3d. On the 9th August, 1862, in B. 78, f. 387.

New Orleans, March 23d, 1865.

[SEAL.] (Signed) J. W. MADDEN,
Recorder.

Document "B."—Letter from Rousseau to Major-General Banks.—Filed with intervention of Marcuard October 2d, 1863.

(Copy.)

135 NEW ORLEANS, *Feb'y 20th*, 1863.

Major General NATH'L P. BANKS,
Commanding Department of the Gulf, New Orleans:

GENERAL: As agent of Mr. Fred. A. Marcuard, banker in Paris, mortgagee of certain property situated in this city belonging to John Slidell, and assignee of the rents thereof, I beg leave respectfully to ask that special order No. 351, dated 11th August, 1862, confiscating John Slidell's property, be so modified as to authorize me to collect on behalf of Mr. Marcuard the rents of said property to the extent of his claim.

The claim results from the following facts:

By act under private signature passed at Paris on 4th June last between Messrs. Fred. A. Marcuard and John Slidell, herewith submitted, Mr. Marcuard loaned to Mr. Slidell a sum of f. 250,000, payable at one year, with 5% interest, in security of which the latter mort-
136 gaged to the former real estate in this city, described in said act "A," estimated therein at $297,000, and assigned to Mr. Marcuard, towards the payment of the interest and principal, all the rents due and to become due on said property.

Under same act I am appointed by both parties their special agent to collect the rents and remit the proceeds to Mr. Marcuard.

I received the act on the 14th July last with an explanatory letter from Messrs. A. Marcuard & Co., dated 5th June, 1862, herewith enclosed.

I accordingly collected in the early part of August a sum of $730, nett proceeds of which I remitted to Mr. Marcuard on 9th August in a draft of the Citizens' Bank on Ad. Marcuard & Co.

On 11th of same month the following order was issued by Major General Butler:

[Special Order 251.]

137 All the property of John Slidell, an officer of the rebel government, is hereby confiscated.

In conformity with this order, I ceased from its date to collect the rents.

I left New Orleans for Europe on the 1st October, returned on the 16th instant, and, according from instructions from Mr. Marcuard, I respectfully ask at your hands to be permitted to collect the rents on the property of John Slidell according to the terms of the above-mentioned contract, and to remit the same to Mr. Marcuard, whose rights are anterior to the act of confiscation.

Should further information be desired, I shall take pleasure in communicating the same to you.

Very respectfully,
(Signed) EUG. ROUSSEAU.

Document "C."—Letter from quartermaster to Rousseau.

(Copy.)

OFFICE CHIEF QUARTERMASTER,
DEPART. OF THE GULF,
138 *New Orleans, February 20th*, 1863.

Mr. E. ROUSSEAU:

SIR: You are hereby ordered to pay over to Collector Holabird or to me, at this office, forthwith, all monies, notes, bills, or other evidences of debt, due to, or in any way belonging to John Slidell, now in your possession; also render a correct statement of all property, either real, personal, or mixed, within the State of Louisiana, of which you have any knowledge as his agent or otherwise. In the meantime, I desire you to favor me with a call upon this business.

Respectfully,
(Signed) JNO. W. McCLURE,
Capt. Ass't Quart. Mast.

Document "D."—Letter from Rousseau to Capt. McClure, Ass't Quart. Mast.

NEW ORLEANS.

CAPTAIN: I received, on the 2th instant, your written order
139 to pay over to Col. Holabird or to you, at your office, forthwith, all monies, notes, bills, or other evidences of debt, due to or in any way belonging to John Slidell, now in my possession; also to render a correct statement of all property either real, personal or mixed, within the State of Louisiana, of which I have any knowledge as his agent or otherwise; in the meantime to call at your office on that business.

I accordingly called at your office and handed you a copy of a communication which I had addressed the same day to Major-General N. P. Banks, enclosing an act under private signatures, passed at Paris on the 4th June, 1862, between Fred. A. Marcuard, a banker, and John Slidell, and wherein I represented to the major-general that I hold certain notes and claims for rents due on real estate in this city belonging to Mr. John Slidell, but that, as shown by said act, these rent', notes, and
140 claims were assigned to said Marcuard anterior to the act of confiscation, are actually his property, and I ask to be permitted to collect the same as such on his behalf.

You have since notified me verbally that General Banks, notwithstanding my communication and the act of 4th June, 1862, therewith submitted, instructs you to enforce on me your order of the 20th, and that you so enforce it.

In compliance with said order, I surrender to you herewith fifty notes made by sundry lessees and tenants of stores, houses, and lots, situated in this city belonging to John Slidell, in my possession on the 11th August, 1862, amounting, as per detailed statement hereto annexed, to $8,217.50, eight thousand two hundred and seventeen $\frac{50}{100}$ dollars.

I surrender further a detailed list of the rents payable on demand, due on other property of John Slidell on 11th August, 1862, amounting to $1,377, thirteen hundred and seventy-seven dollars.

141 In surrendering said rent, notes, and list of rents due on demand, I, as agent, and on behalf of Mr. F. A. Marcuard, of Paris, do protest against the forcible seizure and detention of the same by the United States, inasmuch as the rents due on said property were made over and transferred by John Slidell to F. A. Marcuard under the aforesaid act passed at Paris on 4th June, 1862, anterior to the act of confiscation, and that the same were placed in my hands and are held by me as the property of said F. A. Marcuard. This protest is respectfully made by me to the end of reserving to my principal, F. A. Marcuard, of Paris, all right and reclamation that may belong to him in the premises.

Resp'ly, your ob't serv't
(Signed) EUG. ROUSSEAU.

142 *Statement of rent-notes unpaid on 11th August, 1862, transferred by John Slidell to Fred. A. Marcuard, under an act passed at Paris, between them, on 4th June, 1862.*

Location.	Tenants.		
2 lots on Barronne street, between Poydras & Hevia; 2 lots on Hevia, between Baronne & Philippa.	D. H. Fowler.....	3 notes, due 15th June, 1862..... $300 Past due do do 15th Dec., 1862... 300 do do 15 June, 1863.... 300	900 00
House on Foucher st.....	Jno. Pryall	20 at 25, 5 months, 1st April, 1st Aug., 1862 ..... 125 Past due: 15, from 1st Sept. to 1st Nov., 1863..... 375	500 00
House on Delord, near Old Levee.	Cath. B. Garry	3 at $30, 1st May, 1862..... $30 past due 1st Aug., " 30 1st Nov., " 30	90 00
2 lots in triangle formed by New Levee and Louisa.	Beals & Miller....	6—$40, 1st Oct., 1862, 1st Jan., April, July, Oct'r, '63, and 1st January, 1864.....	240 00
Store No. 89 Common street..	Pino & Leveque ..	6—333⅓, 1st July, 1st Aug.: 2 notes ..... $666 66 past due 1st Sept. to 1st December, 4 notes 1,333 33	2,000 00
Stores No. 34 & 36 St. Charles st.	T. Moreau	3 balance due, 1st May, 1862 $6 25 1 Aug., " 12 50 =18 75 past due. 1 Nov., " 12 50	31 25
Stores No. 28 & 30 Old Levee.	S. Plassan.....	2 1st Oct., 1862..... $450 00 1st Nov., " 112 50	562 50
Store 62 Royal street.....	S. Runkel.....	7 1 note balance 1st June, 1862 $70 2 " " 1st July, " 125 }300 past 4 125, from 1st Sep. to 1st Dec. 125 }500 due.	800 00
		50 notes.....	$8,217 50

Lists of rents, payable monthly or quarterly, transferred to F. A. Marcuard, as above, past due on 11th August, 1862.

Store No. 2 Custom-house st..	S. D. Gratia & Co..	$125 rent due 1st Aug., unpaid	125 00
Bank building, Camp st.....	Merchants' bk....	2,800 a year; $700 due 9th Sept. and semi-quart'y.	
Corner of New Levee and South Market street.	J. McCabe	25 a month; bal. due 1st Aug., 1861.... $25 Since 1st Nov., 1861: Rent September and October..... 150 Previously, at $75 per month, Nov. & Dec..... 175	350 00
House on South Market st...	M. Mainard.....	Paid from Jan. to July, 7 months: $25 a month; bal. due on rent Dec., 1861..... 7 Rent from Jan. to July..... 175	182 00
House on South Market st...	J. Vederich.....	$25 a month; bal. due 1st Nov., 1861.. $20 8 months from, Dec. to July..... 200 220 Less paid on ac..... 15	205 00
House on Proydras st., bet. Philippa & Circus.	C. Filbert.....	$20 a month, from Apr'l to 1st Aug., due 5 months.	100 00
Corner of Jersey & Josephine streets.	Clarens	75 per month; bal. due April 1st, '62.. 115 Rent from April to July, 4 m..... 300	415 00
			$1,377 00

145 *Account filed with intervention, October 2d, 1863.*

John Slidell to Fred. A. Marcuard, Dr.

Am't loaned 4th June, 1862	f'cs 250,000
5 % accrued to 8th Nov., 1862, 157 days	5,451 39
	f'cs 255,451 39
Deduct draft of Citizens' Bank of Louisiana dated 8th August, 1862, on Ad. Marcuard & Co. at 60 d's, proceeds at f. 4.15, $693.50; net proceeds, rents collected from 1st to 4th August, 1862, value in Paris 8th November, 1862	2,878
Bal. due 8 Nov., 1862, with int. at 5 % on f'cs 250,000 from said date till paid in Paris in current coin there	f'cs 252,573 39

Pamphlet filed with intervention of Arrowsmith, October 5th, 1863.

146 NEW ORLEANS, *3d October*, 1863.

IN RE UNITED STATES
vs.
844 LOTS AND 10 SQUARES OF GROUND, PROPERTY of John Slidell. } No. 7686.

To the honorable the United States district court for the eastern district of Louisiana:

John Arrowsmith, appearer, in answer to the citation and monition in this case.

Your appearer respectfully comes and appears before your honorable court, in his own name and right, and as the legal representative of Elizabeth Desruisseaux, in her own name and title, and in the name and title of the wife of Joseph Chalon, her first husband, he, your appearer, being legally vested with her full authority in all that relates to the land and titles in question. The authority of the said Desruisseaux there and here asserted and claimed by your appearer was and is vested in him, your appearer, as shown in and by the following acts, certified copies whereof are herewith presented, viz:

No. 1. An act from Ferdinand d'Hébécourt to John Arrow-
147 smith, passed before Felix de Armas, then notary public, dated 7th September, 1833. This is an act of subrogation to the rights and titles declared in the following act, viz:

No. 2. An act from the widow and heirs of François d'Hébècourt, passed before the same notary on the same day. This is an act of subrogation to the rights and titles declared in the following act, viz:

No. 3. An act or deed from the heirs or Widow Chalon and Dame Roquigny to François d'Hébécourt, passed before Phi' Pedesclaux, then notary public, dated 24th July, 1820.

No. 6. Act of partition referred to in No. 3. Title of Etienne Roquigny.

Here your appearer also presents:

Nos. 4 and 5. Certified copies of the claim (c. 81) of the widow and

heirs of François d'Hébécourt, and its admission or confirmation by the United States land commissioners.

148 Now here your appearer declares and says that the act or deed No. 3 does not contain within itself the evidence of the title to the land he, your appearer, purchased from Ferdinand d'Hebecourt, nor the evidence of the titles to the land purchased by François d'Hebecourt (his predecessor as aforeshown) from the heirs of Widow Chalon and Dame Roquigny; nor does it contain an act of subrogation to the rights and titles of any other thereunto.

Therefore, and in consequence thereof, it is simply and purely a deed of conveyance without warranty and without authority by itself.

But, and he declares and says, that it was the intention and purpose of the parties to the said deed that it should, and the deed does, contain and convey to your appearer on a priori authority anterior and superior to that claimed by the parties vendors in this act.

Whereby and wherewith the said authority he, your appearer, is entitled and empowered to pass over and go beyond the deed, and to

149 overrule the declarations of the parties vendors made and given in the act; otherwise your appearer would have no knowledge of the land he purchased, and would be barred from showing his title to it.

The authority thus given in this deed, and here referred to by your appearer, will be readily distinguished by your honorable court at the first glance, but it is proper that your appearer should show his own knowledge thereof.

In the first place, then, the parties vendors in the act appear as follows, except Roquigny, who appears in the right of Dame Roquigny alone, thus:

"Au non et comme seuls heritier de la defunte dame Elizabeth Desruisseaux, décédée, veuve de Joseph Chalon et epouse du sieur Etienne Roquigny."

Translation.—"In the name and as such only heirs of the late Dame Elizabeth Desruisseaux, deceased, widow of the late Joseph Chalon and wife of Etienne Roquigny."

150 The title then of the vendors parties to this act is by themselves declared to be that of Widow Chalon and Dame Roquigny, and not of Elizabeth Desruisseaux in her own name and title of wife of Joseph Chalon, her former husband; for they are the heirs of and hold authority under the party whom they declared to be deceased.

Now the authority these parties give to your appearer in the deed is not this their own authority, but as follows:

"La defunte Dame Elizabeth Desruisseaux est proprietaire de ces deux terres pour en avoir hérité, etc."

Translation.—"The late Dame Elizabeth Desruisseaux is the owner of these two lands. What two lands? Is not the knowledge due to the purchaser; as having inherited them, etc."

Here the intention and purpose of the parties to the deed is made perfectly evident by the indefinite character given to this authority, for she being thus designated, is neither Dame Roquigny nor Widow

151 Chalon, (except your appearer pleases to accept her as such, and in that case he has warranty, but then he is bounded by the act.) But accepted as she now and here is by your appearer, viz, as Elizabeth Desruisseaux in her own name and title and in the name and title of wife of Joseph Chalon, he, your appearer, is vested with her authority a priori as aforesaid.

And now, in order to give full effect to the authority so vested in your appearer, the act is completed and the deed of conveyance terminated as follows, viz:

"Tous les titres relatifs aux deux terres ci-dessus vendues, onte éte remis a l'acquereur qui le reconnait et en consent décharge."

Translation.—"All the titles relative to the two lands here above sold have been handed over to the purchaser, who recognizes them and grants a discharge from them, (or from all further consideration of them.)"

152 The which said titles your appearer is both willing and desirous to show whensoever he shall be thereunto and thereto lawfully required and permitted and for the purposes of survey.

And here now your appearer respectfully represents and submits to your honorable court as follows:

That it is not requisite to furnish evidence in support of any declarations of the act or deed No. 3, as they can no longer be called in question by any of the other parties thereto or their heirs, by reason of prescription.

That as relates to a stranger to the deed the said declarations of your appearer have no import.

That if any one pretends to a title to the lands under any other authority than that of your appearer that he may be called upon to produce his evidence or be forever prescribed.

153 That if any one has a title from Widow Chalon and Dame Roquigny to any portion of the land, (except claim C, 80, already confirmed,) that he be requested to produce it in order that he may receive due confirmation by and from the survey prayed for, or that it may be confirmed by your appearer, who is perfectly acquainted with those titles.

That, as relates to the interest of the United States in this case, it is confined to the limitation of such claims to an area of one square league. (See laws on land claims.)

That if, and in case it should be necessary to show that there is no platt and survey, according to law, annexed to and presented with the claim C. 81 aforesaid, then that an order of court will be required to bring the book of claims from the United States Land-Office into court.

154 That it is important for the public welfare that the titles to this land should be established upon a sound and legal basis, and that this can only be done by a legal survey, with the authority of your appearer, as here shown, an authority your appearer here declares that he has never withheld.

That, as relates to the locality of the squares of ground here reclaimed by your appearer, an ordinary map of the city will suffice to show that they are situated in the topographical plan before the court.

Wherefore and whereupon, with the authority aforesaid, and with the titles in hand, and in his own name and right, your appearer prays as in his answer on record. And will ever pray, &c.

(Signed) JOHN ARROWSMITH.

Documents from 1 *to* 6, *filed by intervenor, withdrawn, as appears from the following receipt.*

155 Received, New Orleans, 15th July, from the United States district court the following documents, No. 1 to 6, filed by me.

(Signed) JNO. ARROWSMITH.

Affidavit for a commission on behalf of the Citizens' Bank.—Filed November 20th, 1863.

UNITED STATES
vs.
844 LOTS AND 10 SQUARES OF GROUND, PROPERTY of John Slidell. } No. 7686.

Eug. Rousseau, cashier of the Citizens' Bank of Louisiana, being duly sworn, deposes and says: That MM. André de Neufis, F. Marcuard, and the cashier of the banking-house of Adolphe Marcuard & Co., and other clerks of said firm, all of them residing in Paris, are material witnesses on behalf of said Citizens' Bank, and that she cannot go safely to the trial of intervention herein filed without the evidence of said witnesses, to be taken in conformity with the law.

(Signed) EUG. ROUSSEAU.

Sworn to and subscribed before me this 20th November, 1863.

156 (Signed) K. LOEW,
D'y Clerk.

Affidavit for a commission on behalf of Marcuard, filed Nov. 20th, 1863.

UNITED STATES
vs.
844 LOTS & 10 SQUARES OF GROUND, PROPERTY of John Slidell. } No. 7686.

Eugene Rousseau deposes and says: That he is agent of A. Marcuard, and one of the intervenors in this case; and that MM. André de Neuflis, the cashier of the banking-house, and Ad. Marcuard & Co. and the employees of said banking-house and others, are material witnesses on behalf of his principal, who cannot go safely to the trial of said intervention herein filed without the testimony of said witnesses, all of them residing in Paris, France. Said testimony to be taken in conformity with the law.

(Signed) EUG. ROUSSEAU.

Sworn to and subscribed before me this 20th Nov., 1863.

(Signed) K. LOEW,
D'y Clerk.

157 *Exception to intervention of John Arrowsmith.—Filed November 20th, 1863.*

UNITED STATES
vs.
844 LOTS & 10 SQUARES OF GROUND, PROPERTY of John Slidell. } No. 7686.

To the honorable Edward H. Durell, judge of the district court of the United States for the eastern district of Louisiana:

This libellant, Rufus Waples, attorney of the United States of America for the eastern district of Louisiana, who herein prosecutes for the United States in this behalf by protestation, not confessing or acknowledging all or any of the matters and things in the said intervenor's

bill to be true in such manner and form as the same are therein set forth and alleged, doth for exceptions to said bill of intervention, allege
158 and show that said bill of intervention is informal and insufficient as *fours*:

FIRST EXCEPTION. For that said bill and petition of intervention shows that said claimant and intervenor is a resident of the State of Louisiana, which said State is in rebellion and open resistance to the Government of the United States.

SECOND EXCEPTION. For that said bill and petition of said intervenor shows no specific lien on or interest in the specific property libelled in this case as against the United States.

THIRD EXCEPTION. For that said intervenor, by the said petition of intervention, does not bring himself within the act of Congress of the United States, entitled "An act to protect the liens upon vessels in certain cases, and for other purposes," approved March 3d, 1863, and made a part of this exception.

FOURTH EXCEPTION. For that said intervenor has not given a stipulation with sureties to abide by the final decree in this cause to be rendered. And in this, that the said bill of intervention is impertinent in this, that it undertakes to introduce into the record
159 irrelevant matter and improper evidence.

Wherefore said Rufus Waples, attorney as aforesaid, who prosecutes as aforesaid, humbly demands whether he shall be compelled to make any further answer to said bill of intervention, or any of the matters and things therein contained, and prays that said bill of intervention be dismissed with costs.

(Signed) RUFUS WAPLES,
United States District Attorney
for the eastern district of Louisiana.

Answer to John Arrowsmith's intervention.—Filed Nov. 20th, 1863.

UNITED STATES
vs.
844 LOTS & 10 SQUARES OF GROUND, PROPERTY of John Slidell. } No. 7686.

To the honorable Edward H. Durell, judge of the district court
160 of the United States for the eastern district of Louisiana:

The answer of Rufus Waples, attorney of the United States of America for the said eastern district of Louisiana, who prosecutes herein for the United States in this behalf to said bill of intervention exhibited by John Arrowsmith in this cause.

This defendant, Rufus Waples, attorney of the United States of America for said district, resuming to said United States all right of exception to said bill of intervention of said John Arrowsmith, for answer thereto, or unto so much and such parts thereof as he is advised is or are material or necessary for him to make answer unto, answering, saith:

That this defendant, attorney as aforesaid, in behalf as aforesaid, expressly denies that the said intervenor, John Arrowsmith, is a loyal citizen of the United States.

161 And the said defendant, attorney as aforesaid, expressly denies that the said John Arrowsmith, intervenor, is the sole, true, and

bona-fide owner and lawful possessor of the following-described property, to wit:

Square No. 21, bounded by Gayoso, Jackson, Dupre, and Canal streets.

Square No. 29, bounded by Dupré, White, Jackson, and Canal streets.

Square No. 16, bounded by Salcedo, Custom-house, Bienville, and Gayoso streets.

Square No. 15, bounded by Salcedo, Custom-house, Gayoso, and Canal streets.

Square No. 14, bounded by Salcedo, Jackson, Gayoso, and Canal streets.

Square No. 12, bounded by Lopez, Conti, Salcedo streets, and Carondelet Walk or Canal street.

The square No. 10, bounded by Cortez, Gravier, St. John, and Julia streets, as stated in said intervenor's, John Arrowsmith's, bill of intervention.

And the said defendant's attorney as aforesaid, further answer-
162 ing, expressly denies that the said intervenor, John Arrowsmith, is a British subject, and avers the fact to be that the said intervenor, John Arrowsmith, has aided and abetted the enemies of the United States in this rebellion.

Further answering, this defendant, attorney as aforesaid, insists that by virtue of a certain act of Congress of the United States, approved March 3d, 1863, and entitled "An act to protect the liens upon vessels in certain cases, and for other purposes," that in all cases now or hereafter pending wherein any ship, vessel, or other property shall be condemned in any proceeding by virtue of the acts above mentioned or of any other laws on that subject, the court rendering judgment of condemnation shall, notwithstanding such condemnation, and before awarding such ship, vessel, or other property, or the proceeds thereof to the United States, or to any informer, first provide for the payment out of the proceeds of such ship, vessel, or other property, of any bona-
163 fide claims which shall be filed by any loyal citizen of the United States, or of any foreign State or power at peace and amity with the United States, intervening in such proceeding, and which shall be duly established by evidence as a valid claim against such ship, vessel, or other property under the laws of the United States or of any loyal State thereof.

Provided, That no such claim shall be allowed in any case where the claimant shall have knowingly participated in the illegal use of such ship, vessel, or other property; and

Provided also, That this act shall extend to such claims only as might have been enforced specifically against such ship, vessel or other property in any loyal State wherein such claim arose. The said intervenor, John Arrowsmith, is not entitled to any relief in this honorable court against the said property seized under said libel; and this defendant, attorney as aforesaid, claims the same benefit as if he had specially pleaded the said statute in this cause.

164 Without this, that there is any other matter, cause, or thing in the said intervenor's bill contained, material or necessary for this defendant, attorney as aforesaid, to make answer unto, and not herein and hereby well and sufficiently answered, confessed, traversed, and avoided, or denied, is true to the knowledge or belief of this defendant, attorney as aforesaid. All of which matters and things this defendant, attorney as aforesaid, is ready and willing to aver, maintain, and prove.

as this honorable court shall direct, and humbly prays that this honorable court will decree that said intervenor's bill be dismissed, with costs and charges in this behalf wrongfully sustained.

And as in duty bound will ever pray, etc.

(Signed)

United States attorney for the eastern district of Louisiana.

Exception to intervention of the Citizens' Bank of Louisiana.—Filed November 20th, 1863.

165	UNITED STATES *vs.* 844 LOTS & 10 SQUARES OF GROUND, PROPERTY of John Slidell.	No. 7686.

To the honorable Edward H. Durell, judge of the district court of the United States for the eastern district of Louisiana:

This libellant, Rufus Waples, attorney of the United States of America for the eastern district of Louisiana, who herein prosecutes for the United States in this behalf, by protestation, not confessing or acknowledging all or any of the matters or things in the said intervenors' bill to be true in such manner and form as the same are therein set forth and alleged, doth for exception to said bill of intervention allege and show that said bill of intervention is informal and insufficient, as follows:

FIRST EXCEPTION.—For that said bill and petition of intervention shows that said claimants and intervenors are residents of
166 the State of Louisiana, which said State is in rebellion and open resistance to the Government of the United States.

2D EXCEPTION.—For that said bill and petition of said intervenors shows no specific lien on or interest in the specific property libelled in this cause as an agent against the United States.

3D EXCEPTION.—For that said intervenors by the said petition of intervention do not bring themselves within the act of Congress of the United States entitled "An act to protect the liens upon vessels in certain cases, and for other purposes," approved March 3d, 1863, and made a part of this exception.

FOURTH.—For that said intervenors' bill does not disclose to this libellant who are the persons constituting the corporation of the Citizens' Bank of Louisiana.

167 FIFTH.—For that said intervenors *has* not given a stipulation with sureties to abide by the final decree in this cause to be rendered.

Wherefore said Rufus Waples, attorney as aforesaid, who prosecutes as aforesaid, humbly demands whether he shall be compelled to make any further answer to said bill of intervention or any of the matters or things therein contained, and prays that said bill of intervention be dismissed with costs.

United States District Attorney for the Eastern District of Louisiana.

Answer to intervention of the Citizens' Bank of Louisiana.—Filed November 20th, 1863.

UNITED STATES
vs.
THE CITIZENS BANK OF LOUISIANA, INTERvenors in 844 lots and 10 squares of ground, property of John Slidell. } No. 7686.

168 To the honorable Edward H. Durell, judge of the district court of the United States for the eastern district of Louisiana:

The answer of Rufus Waples, attorney of the United States for the said eastern district of Louisiana, who prosecutes herein for the United States in this behalf, to said bill of intervention exhibited by the Citizens' Bank of Louisiana in this cause.

This defendant, Rufus Waples, attorney of the United States of America for said district, reserving to said United States all right of exception to said bill of intervention of said Citizens' Bank of Louisiana, for answer thereto or unto so much or such parts thereof as he is advised is or are material or necessary for him to make answer unto, answering saith:

That this defendant, attorney as aforesaid, in behalf as aforesaid, expressly denies that the said intervenors, the Citizens' Bank of
196 Louisiana, and the persons constituting said corporation are loyal citizens of the United States.

And this defendant, attorney as aforesaid, on behalf as aforesaid, expressly denies that the Citizens' Bank of Louisiana, intervenor as aforesaid, have not, directly or indirectly, aided, countenanced, or abetted the existing rebellion against the United States, as stated in said intervenors' bill; and avers the fact to be that said intervenors, said Citizens' Bank, did, both before and since the 17th day of July, 1862, directly and indirectly, aid, assist, countenance, and abet the enemies of the United States in the existing rebellion.

And this defendant, attorney as aforesaid, in behalf as aforesaid, further answering, denies that the said John Slidell is indebted to said intervenors in the sum of $29,194 *dollars*, secured by mortgage on said seized property, as erroneously stated in said intervenors' bill.

170 Further answering, denies that said John Slidell is indebted in any amount to said intervenors in manner and form as stated in said intervenors' bill.

Further answering, this defendant as aforesaid insists that by virtue of a certain act of the Congress of the United States, approved March 3d, 1863, and entitled "An act to protect the liens upon vessels in certain cases and for other purposes," that in all cases now or hereafter pending wherein any ship, vessel, or other property shall be condemned in any proceedings by virtue of the acts above mentioned, or of any other laws on that subject, the court rendering judgment of condemnation, and before awarding such ship, vessel, or other property, or the proceeds thereof to the United States, or to any informer, first provide for the payment out of the proceeds of such ship, vessel, or other property of any bona-fide claims which shall be filed by any loyal citizens of the United States, or of any foreign state or power at peace and
171 amity with the United States intervening in such proceeding, and which shall be duly established by evidence as a valid claim

against such ship, vessel, or other property, under the laws of the United States, or of any loyal State thereof.

Provided, that no such claim shall be allowed in any case where the claimant shall have knowingly participated in the illegal use of such ship, vessel, or other property.

And provided, also, that this act shall extend to such claims only as might have been enforced specifically against such ship, vessel, or other property in any loyal State wherein such claim arose.

The said intervenors Citizens' Bank of Louisiana, is not entitled to any relief in this honorable court against the said property seized under said libel, and this defendant, attorney as aforesaid, claims the same benefit as if he had specially pleaded the said statute in this cause.

172 Without this, that there is any other matter, cause, or things, in the said intervenors' bill contained, material or necessary for this defendant, attorney as aforesaid, to make answer unto, and not herein and hereby well and sufficiently answered, confessed, traversed, and avoided and denied, is true to the knowledge and belief of this defendant, attorney as aforesaid.

All of which matters and things this defendant, as attorney, is ready and willing to aver, maintain, and prove as this honorable court shall direct. And humbly prays that this honorable court will decree that said intervenors' bill be dismissed with costs and charges in this behalf wrongfully sustained.

And, as in duty bound, will ever pray.

United States District Attorney for the Eastern District of Louisiana.

173 *Exception to Marcuards' intervention.—Filed November 20th, 1863.*

UNITED STATES
vs.
844 LOTS & 10 SQUARES OF GROUND, PROPERTY of John Slidell, F. A. Marcuard, intervenor. } No. 7686.

To the honorable Edward H. Durell, judge of the district court of the United States for the eastern district of Louisiana:

This libellant, Rufus Waples, attorney of the United States of America, by protestation confessing and acknowledging all or any of the matters and things in the said intervenors' bill to be true in such manner and form as the same are therein set forth and alleged, doth, for exceptions to said bill of intervention, allege and show that said bill of intervention and insufficient as follows:

174 FIRST EXCEPTION. For that said bill and petition of intervention shows that said agent, Eugene Rousseau, is a resident of the State of Louisiana, which said State is in rebellion and open resistance to the Government of the United States.

SECOND. That said bill of intervention improperly introduces private letters and orders of military commanders and is argumentative; said private letters and orders should be struck out of said answer for impertenance.

THIRD. For that said bill and petition of intervenor shows no specific liens on or interest in the specific property libelled in this cause, as against the United States.

THIRD EXCEPTION. For that said intervenor, by the said petition of intervention, does not bring himself within the act of Congress entitled "An act to protect the liens upon vessels in certain cases, and for other purposes, approved March 3d, 1863, and made a part of this exception.

175 FOURTH EXCEPTION. For that said intervenor has not given a stipulation, with sureties to abide by the final decree, in this case to be rendered.

Wherefore said Rufus Waples, attorney as aforesaid, who prosecutes as aforesaid, humbly demands whether he shall be compelled to make any further answer to said bill of intervention, or any of the matters and things therein contained, and prays that said bill of intervention be dismissed with costs.

United States District Attorney for the Eastern District of Louisiana.

Answer to Marcuard's claim.—Filed November 20th, 1863.

UNITED STATES
vs.
844 LOTS & 10 SQUARES OF GROUND, PROPERTY of John Slidell, F. A. Marcuard, intervenor. } No. 7686.

176 To the honorable Edward H. Durell, judge of the district court of the United States for the eastern district of Louisiana:

The answer of Rufus Waples, attorney of the United States of America for the said eastern district of Louisiana, who prosecutes herein for the United States in this behalf, to said said bill of intervention exhibited by F. A. Marcuard in this cause.

This defendant, Rufus Waples, attorney of the United States of America for said district, reserving to said United States all right of exception to said bill of intervention of said F. A. Marcuard, for answer thereto, and unto so much and parts thereof as he is advised is or are material or necessary for him to make answer unto, answering, saith:

That this defendant, attorney as aforesaid, in behalf as aforesaid, expressly denies that the said intervenor, F. A. Marcuard, is an alien, residing in France; and this defendant, further answering, denies

177 that the said agent, Eug. Rousseau, is a loyal citizen of the United States. Further answering, denies that the purported claim of said F. A. Marcuard is the bona-fide claim of any citizen of any foreign state or power at peace and amity with the United States.

And this defendant, further answering, charges that the said Marcuard, intervenor, is not alien friend or a neutral alien to the Government of the United States, and states the facts to be that said F. A. Marcuard, intervenor, has aided, countenance, and abetted, both before and since the 17th July, 1862, the enemies of the United States knowingly and wilfully in the existing rebellion.

Further answering, this defendant, attorney as aforesaid, insists that by virtue of a certain act of Congress, approved March 3d, 1863, and entitled "An act to protect the liens upon vessels in certain cases and for other purposes," that in all cases now or hereafter pending,

178 wherein any ship, vessel, or other property, shall be condemned in any proceeding by virtue of the act above mentioned, or of any other laws on that subject, the court rendering judgment of condemna-

tion shall, notwithstanding such condemnation and before awarding such ship, vessel, or other property, or the proceeds thereof, to the United States or to any intervenor, first provide for the payment out of the proceeds of such ship, vessel, or other property, of any bona-fide claims which shall be filed by any loyal citizen of the United States or of any foreign state or power at peace and amity with the United States, intervening in such proceeding, and which shall be duly established by evidence as a valid claim against such ship, vessel, or other property under the laws of the United States or of any loyal State thereof.

Provided, that no such claim shall be allowed in any case where the claimant shall have knowingly participated in the illegal use of such ship, vessel, or other property.

179 And provided also, that this act shall extend to such claims only as might have been enforced specifically against such ship, vessel, or other property in any loyal State wherein such claim arose. The said intervenor, F. A. Marcuard, is not entitled to any relief in this honorable court against the said property seized under said libel. And this defendant, attorney as aforesaid, claims the same benefit as if he had specially pleaded the said statute in this case.

And this defendant, attorney as aforesaid, further answering, saith that he denies that the said John Slidell is indebted to said F. A. Marcuard in the sum 252,573.39 dollars, as stated in said intervenor's bill, and states that said John Slidell in truth and fact is not indebted to said Marcuard in any amount whatever.

Without this, that there is any other matter, cause, or thing in the said intervenor's bill contained material or necessary for this defendant, attorney as aforesaid, to make answer unto, and not herein

180 and hereby well and sufficiently answered, confessed, traversed, and avoided or denied, is true to the knowledge or belief of this defendant, attorney as aforesaid.

All of which matters and things this defendant, attorney as aforesaid, is ready and willing to aver, maintain, and prove, as this honorable court shall direct, and humbly prays that this honorable court will decree that said intervenor's bill be dismissed with costs and charges in this behalf, wrongfully sustained; and, as in duty, will ever pray, etc.

United States Attorney for the eastern district of Louisiana.

Submission of motion for commission.

UNITED STATES
vs.
844 LOTS & 10 SQUARES OF GROUND, property of John Slidell. } No. 7686.

181 This day, L. Castera, proctor for F. A. Marcuard, an intervenor, herein moved for a commission to the testimony of witnesses named in the affidavit on file. Which motion being filed and submitted, the court took time to consider.

Extract from the minutes of 23d November, 1863.—Motion for a commission.—Filed November 23d, 1863.

On motion of L. Castera, attorney for F. A. Marcuard, one of the intervenors, and on the affidavit filed, it is ordered by the court that a commission be issued and directed to the American consul in Paris,

France, to take the testimony of the witnesses mentioned in said affidavit, in conformity with the law; said commission to be made returnable within ninety days after the return of the cross-examination.

UNITED STATES
vs.
844 LOTS & 10 SQUARES OF GROUND, property of John Slidell. } No. 7686.

182

L. Castera, esqr., proctor for the Citizens' Bank of Louisiana, this day move the court for a commission to take the testimony of the witnesses named in the affidavits on file. Which motion being filed and submitted, the court took time to consider.

Extract from the minutes of 23d November, 1863.—*Motion for a commission.—Filed November 23d*, 1863.

On motion of L. Castera, proctor for the Citizens' Bank of Louisiana, and on the affidavit filed, it is ordered by the court that a commission be issued and directed to the American consul in Paris, France, to take the testimony of the witnesses mentioned in said affidavit, in conformity with the law; said commission to be made returnable within ninety days after the return of the cross-examination.

183

Intervention of Nicholson & Co.—Filed November 28th, 1863.

United States district court, eastern district Louisiana.

UNITED STATES
vs.
844 LOTS & 10 SQUARES OF GROUND, property of John Slidell. } No. 7686.

To the honorable Edward H. Durell, judge of the district court of the United States for the eastern district of Louisiana:

And now come before the said court John Nicholson, a resident of the city of New Orleans, in the district aforesaid, and William H. McLellan, residing in the same city, loyal citizens of the United States, and composing the firm of "Nicholson & Co.," trading and doing business in the said city of New Orleans, intervening for their several & respective interests and for the interests of the firm aforesaid, in certain lots of ground libelled herein, and also any person or persons lawfully intervening for their interests, allege and articulately propound as follows:

184

First. That John Slidell was truly and justly indebted to one Nathan Stephens in the sum of five hundred and thirteen 16-100 dollars ($513.16) for paving, on Gasquet street, in front of the property of said Slidell, corner Gasquet (Jackson) and Broad, with five per cent. interest on the aforesaid sum from June 10th, 1861, until paid.

Second. That for the payment of the amount herein above set forth, with interest as aforesaid, the said Stephens had a lien and privilege upon the property of the said Slidell above referred to; and that the same at the date aforesaid was, since that period has been, and is now, subject to the aforesaid lien and privilege.

Third. That on or about the 14th day of June, A. D. 1861, the aforesaid Stephen, by his agent and attorney in fact, transferred all his right, title, and interests in and to the claim and demand aforesaid to intervenors Nicholson & Co., together with the lien and privilege herein above set forth.

185

Fourth. That intervenors are now the owners and holders of the aforesaid privilege, account, claim, and demand; that the amount of the same as herein above set forth, principal and interest, is now due and unpaid. That the lien and privilege in favor of intervenors is superior to and better than any pretention or claim on the part of the United States, or any informer or informers, person or persons whomsoever; and that intervenors had at the time of seizure herein the legal right under their claim and demand aforesaid which arose in the State of Louisiana, to have enforced the same specifically against a por-
186 tion of the property libelled herein.

Fifth. That all and singular the premises are true; in verification whereof, if denied, intervenors crave leave to refer to the depositions, evidence, and proofs to be by them exhibited in this cause.

Wherefore these intervenors pray this honorable court for leave to intervene herein upon such stipulations as the court may order in the premises; that process in due form of law, according to the course of this court in like cases, may issue, and the several parties herein may be notified of this intervention; that this honorable court may be pleased to pronounce that John Slidell is indebted unto intervenors in the sum of five hundred and thirteen $\frac{16}{100}$ dollars, ($513.16) with five per cent. interest thereon from June 10th, 1861, until paid, and that for the payment thereof they have a lien and privilege on the prop-
187 erty hereinbefore set forth, and libelled herein, superior to that of libellants'; that in case said property be condemned and ordered to be sold or otherwise disposed of, that provision will be made in the decree of this honorable court for the payment of intervenors' demand, principal and interest, in preference to libellants' and to any informer or informers, or any person or persons whomsoever; that the costs sustained by intervenors may be decreed to them, and that otherwise right and justice may prevail.

(Signed) WM. H. McLENAN.

Sworn to and subscribed before me this 28th day of November, A. D. 1863.

(Signed) K. LOEW,
Dy Clerk.

GEO. S. LACEY, *Proctor.*

Order.

Let this petition of intervention be filed.
November 28th, 1863.

(Signed) E. H. DURELL,
Judge.

188 *Order refusing commission to Marcuard.*

UNITED STATES
vs.
844 LOTS & 10 SQUARES OF GROUND, PROPERTY of John Slidell. } No. 7686.

For the reasons orally assigned, it is ordered that the motion, made on the 23d instant, by F. Marcuard, for a commission to take the testimony of witnesses residing in France, be overruled and refused with costs.

Order refusing commission to the Citizens' Bank.

UNITED STATES
vs.
844 LOTS & 10 SQUARES OF GROUND, PROPERTY of John Slidell. } No. 7686.

For reasons orally assigned, it is ordered that the motion, made on the 23d instant, by the Citizens' Bank of Louisiana, for a commission
189 to take the testimony of witnesses residing in France, be overruled and dismissed with costs. (Extract from the minutes of 30th November, 1863.)

Testimony of W'm H. Henderson.—Filed April 16th, 1864.

UNITED STATES
vs.
844 LOTS & 10 SQUARES OF GROUND, PROPerty of John Slidell. } No. 7686.

W'm H. Henderson, being duly sworn, deposes and says he has known John Slidell all his life. In the present rebellion, Slidell has sided with the confederate government, and is intimately associated with Jeff. Davis in the prosecution of the rebellion. Saw him on the 15th of May, 1861, in Montgomery, Alabama; he was then about to embark for France, as an embassador of the confederacy. Witness knows that he went; it is a matter of general notoriety within the con-
190 federacy that he has remained in France ever since, representing the rebel interest there, contracting for gun-boats, and seeking the recognition of the confederacy at the hands of the Emperor.

Witness was in the confederacy up to last September; was an officer in the confederacy, in the army. Witness left New Orleans with Slidell and traveled with him to Montgomera, Alabama, and was to have gone as private secretary to him to France. Witness from Montgomery went to his father's residence in Kentucky, and upon his return found Slidell had gone.

Slidell told witness he was going to Paris, a representative of the confederacy, to procure its recognition.

(Signed) W. H. HENDERSON.

Sworn to and subscribed 10 April, 1864.
(Signed) E. WARREN,
U. S. Comm'r.

Default.—April 18th, 1864.

191 UNITED STATES
vs.
844 LOTS & 10 SQUARES OF GROUND, PROPerty of John Slidell. } No. 7686.

The delay allowed by law having expired, and no claim or defence having been filed, after due monition and proclamation, on motion of the district attorney it is ordered that all persons interested in the property seized be pronounced in contumacy and default, and the libel adjudged and taken pro confesso; reserving, however, the rights of the intervenors herein. (Extract from the minutes of 18th April, 1864.)

Testimony of Numa Lacoste.—Filed April 25th, 1864.

No. 7686.

NUMA LACOSTE, being sworn for libellant, deposes and says as follows:

He knows John Slidell by sight. I last saw him in Paris, France,
192 in the month of October, 1863. Used to meet him there very often. He has been in Paris about a year. When I left, (I left Paris in November last,) he, Mr. Slidell, was there as a minister of the Confederates States. I have known him for many years; his family was with him. I heard Mr. Eustis was with him as secretary. I saw Mr. Eustis with Mr. Slidell. Mr. Eustis' first name is George; he used to reside in this city.

(Signed) NUMA LACOSTE.

Sworn to and subscribed this 25th April, 1864.

(Signed) E. WARREN,
U. S. Comm'r.

Intervention of the State of Louisiana.—Filed August 31st, 1864.

United States district court, eastern district of Louisiana.

UNITED STATES *vs.* JOHN SLIDELL. } No. 7686.

193 To the honorable E. H. Durell, judge of the district court of the United States in and for the eastern district of Louisiana:

The intervention of B. L. Lynch, attorney-general of the State of Louisiana, and in his said capacity representing said State, alleges and articulately propounds as follows:

That the defendant herein is indebted to the said State of Louisiana, herein intervenor, in the sum of one thousand three hundred and sixty-nine dollars and twenty cents, for this, to wit:

That in the year 1861 an assessment was duly and legally made by the State assessor of the State of Louisiana of all the property within the limits of the parish of Orleans, and shows that the State tax of the said defendant amounts to the sum of seven hundred and twenty-nine dollars and eighty-five cents for said year; that in the year 1862 an assessment was made in the manner and form as required by law, by the said State assessor, of all the property contained within the
194 limits of said parish, and that the defendants herein stands assessed upon said assessment-roll of the year 1862 for the sum of six hundred and thirty-nine dollars and thirty-five cents for property owned by him in the city of New Orleans during the latter year, which two sums herein above referred to amount to one thousand three hundred and sixty-nine dollars and twenty cents, all of which will more fully and at large appear from a certified copy of each of said assessment-rolls, and other evidence to be produced upon the trial of this cause.

That under and by virtue of an act of Congress, approved July 16th, 1862, the proceedings in this case must conform, as nearly as may be, to proceedings in admiralty or revenue cases, and that according to admiralty proceedings and jurisdiction, ordinary or general creditors may

claim the property, or proceeds of property, brought into registry, and to be disposed of or distributed by the court.

195 That under and by virtue of the laws of the State of Louisiana, all property seized and taken into possession of the marshal of the United States was, at the time of such seizure and taking into possession, pledged to the State of Louisiana in payment of her claims as one of his creditors.

That under and by virtue of the laws of the State of Louisiana, in such cases made and provided, intervenor has a lien and privilege upon the property seized by the marshal aforesaid, which lien or privilege is of a higher rank than any mortgage or other incumbrance whatever. That the said property, at the time of such seizure and previous thereto, was held and owned by the said John Slidell, subject to and encumbered with a lien and privilege for the payment of intervenor's claim, amounting, as aforesaid, to thirteen hundred and sixty-nine dollars and twenty cents.

196 That at the time of filing libel of information, and at the time of the seizure aforesaid by the marshal, intervenors was entitled by the laws of Louisiana to enforce her claim and demand specifically against the property seized and taken as aforesaid into the hands of the United States marshal.

That all and singular the premises are true and within the jurisdiction of the court.

Wherefore intervenor prays that, by an order of this honorable court, she may be authorized to appear and prosecute this intervention; that due process of law, according to the course and practice of this court in like cases, may issue, and that Rufus Waples, esqr., district attorney of the United States for said district, may be cited to appear and answer all and singular the matters aforesaid, and that this honorable court would be pleased to declare, pronounce, and decree that the claim and demand of intervenor against the said John Slidell, amounting to

197 the sum of one thousand three hundred and sixty-nine dollars and twenty cents, as hereinabove set forth, be allowed; that judgment for said claim be rendered in favor of intervenor and against the said John Slidell; that the lien and privilege aforesaid upon the lots of ground seized by the marshal herein be recognized and enforced for the payment of intervenor's aforesaid claim, with her costs in this behalf expended.

That in the event of this court proceeding to render judgment of condemnation against said lot, then that your honor, notwithstanding such condemnation and before awarding the aforesaid lot of ground, or property, or proceeds arising therefrom, to the United States, or to any inferior or inferiors, person or persons whatsoever, will first provide for the payment by such lot, or its proceeds, if the same is sold at suit of government, of intervenor's claim and demand aforesaid, and that intervenor may have such other and further relief in the premises as

198 in law and justice she may be entitled to receive, with her costs, etc.

(Signed) B. L. LYNCH.

B. L. LYNCH,
Attorney-General, for Intervenor.

Sworn to and subscribed before me this 31st day of August in the year of our Lord 1864.

(Signed) K. LOEW,
Dy Clerk.

Exception to claim of Nicholson & Co.—Filed June 22d, 1864.

UNITED STATES *ads.* NICHOLSON & CO., INTERVENORS IN 844 LOTS and 10 squares of ground, property of John Slidell.	No. 7686.

To the honorable Edward H. Durell, judge of the district court of the United States for the eastern district of Louisiana.

This libellant, Rufus Waples, attorney of the United States of America for the eastern district of Louisiana, who herein prosecutes for the
199 United States in this behalf, by protestation, not confessing or acknowledging all or any of the matters and things in the said intervenor's bill to be true in such manner and form as the same are therein set forth and alleged, doth for exceptions to said bill of intervention allege and show that said bill of intervention is informal and insufficient, as follows:

FIRST EXCEPTION.—For that said bill and petition of intervention shows that said claimant and intervenor is a resident of the State of Louisiana, which said State is in rebellion and open resistance to the Government of the United States.

SECOND EXCEPTION.—For that said bill and petition of said intervention shows no specific liens or interest in the specific property libelled in this cause, that can be enforced against the United States in this case.

THIRD EXCEPTION.—For that said intervenor by the said peti-
200 tion of intervention does not bring himself within the act of Congress of the United States entitled "An act to protect the liens upon vessels in certain cases, and for other purposes," approved March 3d, 1863, and made a part of this exception.

FOURTH EXCEPTION.—For that said intervenor has not given a stipulation with sureties to *allude* by the final decree in this cause to be rendered.

Wherefore, said Rufus Waples, attorney as aforesaid, who prosecutes as aforesaid, humbly demands whether he shall be compelled to make any further answer to said bill of intervention, or any of the matters and things therein contained, and prays that said bill of intervention be dismissed with costs.

(Signed) RUFUS WAPLES,
United States District-Attorney for the Eastern District of Louisiana.

Answer to intervention of Nicholson & Co.—Filed June 22d, 1864.

201 UNITED STATES *ads.* NICHOLSON & CO., INTERVENORS IN 844 LOTS and 10 squares of ground, property of John Slidell.	No. 7686.

To the honorable Edward H. Durell, judge of the district court of the United States for the eastern district of Louisiana.

The answer of Rufus Waples, attorney of the United States of America for the eastern district of Louisiana, who prosecutes herein for the United States in this behalf to said bill of intervention exhibited by Nicholson & Co. in this cause.

This defendant, Rufus Waples, attorney of the United States of

America for the said district, reserving to said United States all right of exception to said bill of intervention of said Nicholson & Co., for answer thereto, or unto so much and such part thereof as he is
202 advised is, or are, material or necessary for him to make answer unto, answering, saith:

That this defendant, attorney as aforesaid, in behalf as aforesaid, expressly denies that the intervenors, Nicholson & Co., are loyal citizens of the United States, and the said defendant, attorney as aforesaid, expressly denies that John Slidell is indebted to said intervenors, Nicholson & Co., in the sum of five hundred and thirteen dollars and sixteen cents, as is erroneously stated in said bill of intervention of said Nicholson & Co.

Further answering, the said defendant, attorney as aforesaid, expressly denies any and all indebtedness whatever of said John Slidell to said intervenors, Nicholson & Co.

Further answering, this defendant, as aforesaid, insists that by virtue of a certain act of the Congress of the United States, approved March 3d, 1863, and entitled "An act to protect the liens upon vessels in certain cases, and for other purposes," that in all cases now or hereafter pending, wherein any ship, vessel, or other property shall be condemned
203 in any proceeding by virtue of the acts above mentioned or of any other laws on that subject, the court rendering judgment of condemnation, and before awarding such ship, vessel, or other property, or the proceeds thereof, to the United States, or to informer, first provide for the payment, out of the proceeds of such ship, vessel, or other property, of any bona-fide claim which shall be filed by any loyal citizen of the United States, or of any foreign state or power at peace and amity with the United States intervening in such proceeding, of which shall be duly established by evidence as a valid claim against said ship, vessel, or other property, under the laws of the United States or of any loyal State thereof.

Provided, That no such claim shall be allowed in any case where the claimant shall have knowingly participated in the illegal use of such ship, vessel, or other property.

And provided, also, that this act shall extend to such claims
204 only as might have been enforced specifically against such ship, vessel, or other property in any loyal State wherein such claim arose, the said intervenor, Nicholson & Co., is not entitled to any relief in this honorable court against the said property seized under said libel, and this defendant, attorney as aforesaid, claims the same benefit as if he had specially pleaded the said statute in this cause.

Without this, that there is any other matter, cause, or thing in said intervenor's bill contained, material or necessary for this defendant, attorney as aforesaid, to make answer unto, and not herein and hereby well and sufficiently answered, confessed, traversed, and avoided or denied, is true, to the knowledge or be*half* of this defendant, attorney as aforesaid. All of which matters and things this defendant, attorney as aforesaid, is ready and willing to aver, maintain, and prove, as this honorable court shall direct, and humbly prays that this honorable court will decree that said intervenor's bill be dismissed, with costs and charges in this behalf wrongfully sustained.

205 And as in duty bound will ever pray, &c.

(Signed) RUFUS WAPLES,

United States District Attorney for the Eastern District of Louisiana.

Order substituting H. F. Deblieux, esq., as counsel of record for the Citizens' Bank, in lieu of L. Castera, esq.

UNITED STATES
vs.
844 LOTS & 10 SQUARES OF GROUND, PROPERTY of John Slidell. } No. 7686.

On motion of H. F. Deblieux, attorney and counsellor at law, ordered that his name be entered on the docket of this court as counsel of record of the Citizens' Bank of Louisiana, intervenors in the within-named case, in lieu of L. Castera, esq., withdrawing as such. (Extract from the minutes of 6th January 1865.

206 *Testimony of Joachim Kohn and F. B. Charpaux.—Filed 14th January,* 1865.

UNITED STATES
vs.
PROPERTY OF JOHN SLIDELL. } No. 7686.

Testimony taken in presence of district attorney and H. F. Deblieux, esq., N. O., Jan'ry 14th, 1865.

JOACHIM KOHN, being daly sworn for libellant, says:

I have known Mr. John Slidell for a long period of time. I saw him last June for the last time, in Paris. Slidell was reported to represent the confederate government in France. I had conversations with him occasionally; I should judge that he was a secessionist. I think he has been in Paris about two years.

Cross-examined:

Mr. Slidell has a residence in Paris, I know. He had a daughter married quite recently, to my personal knowledge.

207 (Signed) JOACHIM KOHN.

Sworn to and subscribed before me this 14th Jan'ry, 1865.
(Signed) CHA'S CLAIBORNE,
U. S. Com'r.

F. B. CHARPAUX, being duly sworn for libellant, says:

I know Mr. Slidell by name. I have seen him in New Orleans; never saw him in Paris. I know that he is representing the Confederate States in Paris. I don't know exactly how long he has been there.

Cross-examined:

I have heard it in New Orleans and in Paris, by common report, that he represented the Confederate States.
(Signed) F. CHARPEAUX.

Sworn to & subscribed before me this 14th January, 1865.
(Signed) CH'S CLAIBORNE,
U. S. Com'r.

Testimony of Oscar Bercier.—Filed March 10th, 1865.

United States district court, eastern district of Louisiana.

208 UNITED STATES
vs.
THE PROPERTY OF JOHN SLIDELL. } No. 7686.

Testimony taken before me, Ch's Claiborne, U. S. commissioner, this 10th March, 1865, in presence of the dis't att'y.

OSCAR BERCIER, being duly sworn for libellant, deposes and says: I am a resident of New Orleans; I saw John Slidell in this city before the rebellion broke out. He was then a Senator of the United States. I have seen him once since the rebellion broke out; that was in Paris, France. He was said to be an agent for the rebel government, a government in armed rebellion against the Government of the United States.

That was in the month of July, in the year 1864.

(Signed) OSCAR BERCIER.

Sworn to and subscribed before me this 10th March, 1865.

(Signed) CH'S CLAIBORNE,
U. S. Comm'r.

209 *Minute of evidence on trial of cause.—Filed March 18th, 1865.*

UNITED STATES
vs.
844 LOTS & 10 SQUARES OF GROUND, PROPERTY of John Slidell. } No. 7686.

The United States attorney offered in evidence the admiralty warrant, monition, & marshal's return, the testimony of W. H. Henderson, filed April 16th, 1864, the testimony of Numa Lacoste, filed April 25th, 1864, both taken before E. Warren, United States commissioner, and the testimony of Joachim Kohn and F. B. Charpaux, filed 14th January, 1865, taken before Ch's Claiborne, United States commissioner.

Decree of condemnation rendered, March 18th, 1865.

UNITED STATES
vs.
844 LOTS & 10 SQUARES OF GROUND, PROPERTY of John Slidell. } No. 7686.

210 The monition issued in this case having been heretofore returned, the usual proclamation having been made, the default of all persons duly entered, and the law & the evidence considered—

It is thereupon, on motion of the district attorney, ordered, sentenced, and decreed by the court now here, and his honor the district judge, by virtue of the power and authority in him vested, doth hereby order, sentence, and decree that the 844 lots and 10 squares of ground, with all the buildings and improvements thereon, property of John Slidell, and fully described in the libel of information on file, be, and the same are hereby, condemned as forfeited to the United States.

It is further ordered that the clerk of this court issue a writ of venditom exponas to the marshal of the district, returnable on the first of June next, and that upon the return thereof *of* the proceeds be distributed according to law, the legal rights of the intervenors being reserved in the premises.

211 Judgment signed 24th March, 1865.

(Signed) E. H. DURELL, *Judge.*

Order fixing cause on interventions, March 20th, 1865.

UNITED STATES
vs.
844 LOTS AND 10 SQUARES OF GROUND, PROPERTY of John Slidell. } No. 7686.

On motion of the district attorney, ordered that this cause be fixed for hearing upon the interventions on Friday, 24th instant, at 11 a. m., and that the intervenors be notified thereof.

Notice.

United States district court, eastern district of Louisiana.

UNITED STATES
vs.
THE PROPERTY OF JOHN SLIDELL. } No. 7686.

TO L. CASTERA & H. F. DEBLIEUX, ESQ'R'S:

212 You are hereby notified that the above cause has been assigned for trial on Friday, the 24th day of March, 1865, at 11 a. m., on the interventions.

By order of court.

New Orleans, March 20th, 1865.

(Signed) W. S. BENEDICT,
D'y Clerk.

Marshal's return.

Rec'd March 21st, 1865, and on the same day, month, and year served a copy of the within notice on the attorneys named within, each personally.

(Signed) M. EGAN,
D'y U. S. Marshal.

Interrogatories propounded to Nicholson & Co.—Filed March 23d, 1865.

United States district court, Hon. E. H. Durell, judge.

UNITED STATES OF AMERICA
vs.
844 LOTS AND 10 SQUARES OF GROUND, PROPERTY of John Slidell. } No. 7686.

213 On motion of Rufus Waples, United States attorney, in behalf of said United States, libellants herein, on suggesting that Nich-

olson & Co., a firm composed of John Nicholson and W'm H. McLellan, have intervened in this case, claiming 513 $\frac{16}{100}$ dollars of the proceeds of the property libelled herein, with lien and privilege thereon; and on further suggesting that the said attorney, in behalf as aforesaid, herewith files interrogatories propounded to said intervenors, it is ordered that said Nicholson & Co., intervenors, be served with a copy of said interrogatories, and that said intervenors answer the same categorically in writing and under oath within one day from the service thereof, in default of which the interrogatories shall be taken pro confesso.

1. Are you friendly to the organization styled "The Confederates States of America?"

2. Were you friendly to the so-called "southern confederacy" at the time you took your oath of allegiance to the United States, filed herein?

3. Have you been friendly to it at any time since?

214 4. Did you then desire, and have you since desired, the success of the so-called "southern confederacy?"

5. Did you then desire, have you since desired, the defeat of the Federal Army, or any part thereof?

6. Did you then desire, have you since desired, or do you now desire, that the State and people in rebellion shall gain their independence of the United States Government?

7. Did you then, or do you now, wish that the Government of the United States may fail in its efforts to coerce the insurgents, rebels, confederates, and traitors to obedience, and to subjugate them to Federal authority?

8. Have you expressed, in words or in writing, a wish that any Federal officer should fail to take Richmond, Vicksburg, Port Hudson, Charleston, or any other town, or any State? If you have expressed a contrary wish, state particularly whether your sympathies in this

215 war are now, and have been, more with the Union than with the confederate cause—more with President Lincoln than with Jefferson Davis.

9. Have you ever yielded allegiance to the "Confederate States government?"

10. Have you abjure' that allegiance? State particularly the time and circumstances of your recantation.

11. Is your present loyalty to the Federal Government merely passive in its character, and not active, so as to aid, by all your power and influence, in the suppressing of the rebellion and the restoration of Federal rule in Louisiana, and throughout the Southern States, and over the whole country? If you have stated that your loyalty is active, please state fully what you have done, and are doing, against the confederacy and against the rebellion; and what you have done, and are doing, for the Federal cause.

12. Did you take your oath of allegiance, filed herein, with

216 the intention of again yielding allegiance to the confederate authority in case they should regain possession of this city and State?

13. Have your associations been, and are they now, with the friends and adherents of the confederate government, in preference to the opponents of that government?

14. Have you ever aided the confederate cause, or its soldiers, or its civil officers, or its adherents, or its sympathizers, or any State in insurrection, by contribution of money, by loan, by word or act, or by any means?

15. Have you so aided since taking the oath of allegiance filed by you herein? If you have answered affirmatively to either of the last two questions, state whether you sincerely regret that you so aided, and whether you now wish that your aid has been given Federal cause.

16. Were the notes upon which you claim given to you without valid consideration?

217 17. Did the obligor receive less than their equivalent?

18. Was there an understanding between the contracting parties that the property should be returned and the contract cancelled on any contingency? State that contingency.

19. Are you now seeking to have your claim allowed with the intention of purchasing the property on which it is alleged to be privileged for the purpose of restoring said property to its present owner (that is, its owner before confiscation) upon his future return to the city?

20. Are the notes and acts of mortgage upon which you rely erroneous in their dates, or in their signatures, or in any of the facts set forth therein?

21. Is any person interested with you whose interest is not disclosed in your bill of intervention? State when, how, where, from whom, and under what circumstances you received the notes sued upon, and what consideration you gave for them, and whether that consideration

218 has been or is yet to be given.

22. Did you receive your notes as negotiable instruments without any transfer of the mortgage upon which you rely?

23. Do you know of any grounds of defence which the mortgagor could set up against your action; were you proceeding for the foreclosure of the mortgage in one of the district courts of this city? State them.

24. Was the notary before whom the mortgage acts were passed a confederate, a rebel, or a traitor, or an appointee of the rebel governor Moore after the passage of the pretended ordinance of secession; and had he sworn allegiance to the Confederate States of America?

25. Were the acts made under the laws of a disloyal State at the time?

26. Have you or others received or agreed to receive anything in payment or on account of your notes which is not stated in your bill

219 of intervention? State how much and what has been received or agreed to be received.

27th. Was the sum acknowledged in the mortgage acts to have been paid not really paid, but withheld, so that it never passed through the hands of the notary who made the mortgage acts?

28. Are you opposed to the execution of the confiscation acts passed by Congress, and have you filed your bill of intervention with any other motive than that of collecting your debt?

29. Have you taken the oath of allegiance filed herein with any other motive than that of collecting your debt and transacting business?

(Signed) RUFUS WAPLES,
United States Attorney.

Interrogatories propounded to John Arrowsmith—Filed March 23d, 1865.

United States district court.—Hon. E. H. Durrell, judge.

220 UNITED STATES OF AMERICA
vs.
844 LOTS & 10 SQUARES OF GROUND, &C., THE property of John Slidell. } No. 7685.

On motion of Rufus Waples, United States attorney, in behalf of the

olson & Co., a firm composed of John Nicholson and W'm H. McLellan, have intervened in this case, claiming 513 $\frac{16}{100}$ dollars of the proceeds of the property libelled herein, with lien and privilege thereon; and on further suggesting that the said attorney, in behalf as aforesaid, herewith files interrogatories propounded to said intervenors, it is ordered that said Nicholson & Co., intervenors, be served with a copy of said interrogatories, and that said intervenors answer the same categorically in writing and under oath within one day from the service thereof, in default of which the interrogatories shall be taken pro confesso.

1. Are you friendly to the organization styled "The Confederates States of America?"

2. Were you friendly to the so-called "southern confederacy" at the time you took your oath of allegiance to the United States, filed herein?

3. Have you been friendly to it at any time since?

214 4. Did you then desire, and have you since desired, the success of the so-called "southern confederacy?"

5. Did you then desire, have you since desired, the defeat of the Federal Army, or any part thereof?

6. Did you then desire, have you since desired, or do you now desire, that the State and people in rebellion shall gain their independence of the United States Government?

7. Did you then, or do you now, wish that the Government of the United States may fail in its efforts to coerce the insurgents, rebels, confederates, and traitors to obedience, and to subjugate them to Federal authority?

8. Have you expressed, in words or in writing, a wish that any Federal officer should fail to take Richmond, Vicksburg, Port Hudson, Charleston, or any other town, or any State? If you have expressed a contrary wish, state particularly whether your sympathies in this

215 war are now, and have been, more with the Union than with the confederate cause—more with President Lincoln than with Jefferson Davis.

9. Have you ever yielded allegiance to the "Confederate States government?"

10. Have you abjure' that allegiance? State particularly the time and circumstances of your recantation.

11. Is your present loyalty to the Federal Government merely passive in its character, and not active, so as to aid, by all your power and influence, in the suppressing of the rebellion and the restoration of Federal rule in Louisiana, and throughout the Southern States, and over the whole country? If you have stated that your loyalty is active, please state fully what you have done, and are doing, against the confederacy and against the rebellion; and what you have done, and are doing, for the Federal cause.

12. Did you take your oath of allegiance, filed herein, with

216 the intention of again yielding allegiance to the confederate authority in case they should regain possession of this city and State?

13. Have your associations been, and are they now, with the friends and adherents of the confederate government, in preference to the opponents of that government?

14. Have you ever aided the confederate cause, or its soldiers, or its civil officers, or its adherents, or its sympathizers, or any State in insurrection, by contribution of money, by loan, by word or act, or by any means?

15. Have you so aided since taking the oath of allegiance filed by you herein? If you have answered affirmatively to either of the last two questions, state whether you sincerely regret that you so aided, and whether you now wish that your aid has been given Federal cause.

16. Were the notes upon which you claim given to you without valid consideration?

217 17. Did the obligor receive less than their equivalent?

18. Was there an understanding between the contracting parties that the property should be returned and the contract cancelled on any contingency? State that contingency.

19. Are you now seeking to have your claim allowed with the intention of purchasing the property on which it is alleged to be privileged for the purpose of restoring said property to its present owner (that is, its owner before confiscation) upon his future return to the city?

20. Are the notes and acts of mortgage upon which you rely erroneous in their dates, or in their signatures, or in any of the facts set forth therein?

21. Is any person interested with you whose interest is not disclosed in your bill of intervention? State when, how, where, from whom, and under what circumstances you received the notes sued upon, and what consideration you gave for them, and whether that consideration

218 has been or is yet to be given.

22. Did you receive your notes as negotiable instruments without any transfer of the mortgage upon which you rely?

23. Do you know of any grounds of defence which the mortgagor could set up against your action; were you proceeding for the foreclosure of the mortgage in one of the district courts of this city? State them.

24. Was the notary before whom the mortgage acts were passed a confederate, a rebel, or a traitor, or an appointee of the rebel governor Moore after the passage of the pretended ordinance of secession; and had he sworn allegiance to the Confederate States of America?

25. Were the acts made under the laws of a disloyal State at the time?

26. Have you or others received or agreed to receive anything in payment or on account of your notes which is not stated in your bill

219 of intervention? State how much and what has been received or agreed to be received.

27th. Was the sum acknowledged in the mortgage acts to have been paid not really paid, but withheld, so that it never passed through the hands of the notary who made the mortgage acts?

28. Are you opposed to the execution of the confiscation acts passed by Congress, and have you filed your bill of intervention with any other motive than that of collecting your debt?

29. Have you taken the oath of allegiance filed herein with any other motive than that of collecting your debt and transacting business?

(Signed) RUFUS WAPLES,
United States Attorney.

Interrogatories propounded to John Arrowsmith—Filed March 23d, 1865.

United States district court.—Hon. E. H. Durrell, judge.

220 UNITED STATES OF AMERICA
vs.
844 LOTS & 10 SQUARES OF GROUND, &C., THE property of John Slidell. } No. 7685.

On motion of Rufus Waples, United States attorney, in behalf of the

said United States, libellants herein, on suggesting that John Arrowsmith has intervened in this case, claiming the property libelled herein, with lien and privilege thereon, and on further suggesting that the said attorney, in behalf as aforesaid, herewith files interrogatories propounded to said intervenor, it is ordered that said John Arrowsmith, intervenor herein, be served with a copy of said interrogatories, and that said intervenor answer the same categorically, in writing and under oath, within one day from the service thereof, in default of which the interrogatories shall be taken pro confesso.

221 1. Are you friendly to the organization styled "The Confederate States of America?"

2. Were you friendly to the so-called "southern confederacy" at the time you took your oath of allegiance to the United States filed herein?

3d. Have you been friendly to it at any time?

4th. Did you then desire, and have you since desired, the success of the so-called "southern confederacy?"

5. Did you then desire, and have you since desired, the defeat of the Federal Army, or any part thereof?

6. Did you then desire, have you since desired, and do you now desire, that the States and people in rebellion shall gain their independence of the United States Government?

7. Did you then or do you now wish that the Government of the United States may fail in its efforts to coerce the insurgents, rebels, confederates, and traitors to obedience, and to subject them to Federal authority?

8. Have you expressed in words or in writing a wish that any

222 Federal officer should fail to take Richmond, Vicksburg, Port Hudson, Charleston, or any other town or any State? If you have expressed a contrary wish, state particularly whether your sympathies in this war are now and have been more with the Union than with the confederate cause; more with President Lincoln than with Jefferson Davis.

9. Have you ever yielded allegiance to the confederate States government?

10. Have you abjured that allegiance? State particularly the time and circumstances of your recantation.

11. Is your present loyalty to the Federal Government merely passive in its character, and not active so as to aid by all your power and influence in the suppressing of the rebellion and the restoration of Federal rule in Louisiana, and throughout the Southern States and over the whole country? If you have stated that your loyalty is active,

223 please state fully whatever you have done and are doing against the confederacy, and against the rebellion, and what you have done and are doing for the Federal cause.

12. Did you take your oath of allegiance filed herein with the intention of again yielding allegiance to the confederate authority in case they should regain possession of this city and State?

13. Have your associations been, and are they now, with the friends and adherents of the confederate government in preference to the opponents of that Government?

14. Have you ever aided the confederate cause, or its soldiers, or its civil officers, or its adherents, or its sympathizers, or any State in insurrection, by contribution of money, by loan, by word or act, or by any means?

15. Have you so aided since taking the oath of allegiance filed by you herein? If you have answered affirmatively to either of the last two

questions, state whether you sincerely regret that you so aided,
224 and whether you now wished that your aid has been given to the Federal cause?

28. Are you opposed to the execution of the confiscation acts passed by Congress?

29. Have you taken the oath of allegiance filed herein with any other motive than that of collecting your debt and transacting business?

(Signed) RUFUS WAPLES,
U. S. Attorney.

Note of evidence filed March 24th, 1865.

"F. A. Marcuard offered in evidence doc'ts 1 & 2."

Doc't 1.—Offered by Marcuard.

Par acte sous-seing privé, daté à Paris le 4 juin 1862, dûment légalisé *by* Mr. le Conte Mejan, consul de France à la ville de la Nouvelle-Orléans, le 14 juillet 1862,

John Slidell a hypothéqué, en faveur de Férdéric Adolphe Mar-
225 cuard, les propriétés situées dans la ville de la Nouvelle-Orléans:

1°. Un magasin, situé rue de la Douane, entre lesrues de la Levée et Chartres, et ayant 29 pieds mesure française.

2°. Une maison, rue Royale, entre Conti et Bienville, ayant à peu près 25 pieds mesure locale de façade à la rue Royale sur 80 pieds de profondeur.

3°. Deux magasins, rue de la Levée, entre la rue de la Douane et Bienville, ayant chacun 24 pieds 5 pouces de face et courant à la rue Clinton.

4°. Deux terrains, 50 & 52, rue du Camp, entre Gravier et Natchez, ayant chacun 21 pieds de face sur 71 pieds de profondeur.

5°. Deux magazins, rue de la Commune, entre St. Charles & Camp, ayant chacun 22 pieds 6 pouces de face sur 111 de profondeur.

6°. Deux magasins, 34 & 36 rue, St. Charles, entre Gravier & Commune, ayant chacun 21 pieds de face sur la rue St. Charles & 60 pieds de profondeur.

226 7°. Quatre magasins à l'encoignure de la rue du Marché et de la Nouvelle-Levée, ayant ensemble 48 pieds sur la Nouvelle-Levée sur 110 de profondeur sur la rue du Marché.

8°. Deux terrains vides sur la rue de la Nouvelle-Levée, entre Louise & Delord, ayant ensemble 50 pieds de face sur 87 de profondeur.

9°. Deux terrains vides, ayant chacun 27 pieds de face sur la rue Baronne, entre Poydras et Hevia, sur 107 pieds de profondeur, plus 2 terrains vides sur la rue Hevia, entre Baronne et Philippa, ayant chacun 27 pieds de face sur 108 de profondeur.

10°. Une maison sur la rue Foucher, ayant 21 pieds de face sur 106 de profondeur.

11°. Une maison, rue Poydras, entre Philippa et Cirque, et ayant 40 pieds de face sur 80 de profondeur.

12°. Une propriété faisant l'encoignure des rues Jersey *and* Josephine, ayant 180 pieds sur la rue Josephine et 120 pieds sur la rue Jersey, mesure française.

227 13°. L'îlet 740, borné par les rues Cortes, Gravier, Scott et Nouveau-Canal.

Un square 581, borné par les rues Canal, Gasquet, Dorgenois et Broad.

Un square 608, borné par les rues Canal, Gasquet, Dupré et White.
Un square 631, borné par les rues Canal, Gasquet, Dupré et Gayoso.
Un square 632, borné par les rues Canal, Gasquet, Gayoso & Salcedo.
Un square 114, borné par les rues Canal, Salcedo, Douane et Gayoso.
Un square 115, borné par les rues Douane, Salcedo, Bienville & Gayoso.
Un square 118, borné par les rues Conti, Lopez, Canal, Carondelet & Salcedo.

14°. Une terre de 92 acres, divisé en squares et terrains, portant les Nos. 69, 70, 71, 74, 75, 76, 77, 78, & 79 à 115 inclusivement, le tout formant 46 squares et 738 terrains, compris entre le chemin coquillé,
228 les rues Dorgenois, les lignes de Lafayette et de Carrolton.
Rien dit du certificat.

Pour sureté du paiement d'une somme de deux cent cinquante mille francs, que ledit Slidell s'oblige à rembourser à Mr. Marcuard dans le délai d'un an, à compter du 4 juin 1862, avec intérêt à 5 % l'an, payable par semestre les premier janvier et juillet de chaque année, et payable en principal et intérêts à Paris, frais, charges, &c., et en cas de poursuites judiciaires à la Louisiane les intérêts seront à 8 % l'an à compter du dit 4 juin 1862 jusqu'à parfait paiement.
Nouvelle-Orléans, le 14 juillet 1862.

I, the undersigned recorder of mortgages for the parish of Orleans, State of Louisiana, certify that the above act of mortgage has been recorded in my office:
1st. On the 14th July, 1862, in B. 78, fo. 358.
2d. On the 29th July, 1862, in B. 78, fo. 380.
3d. On the 9th Aug't, 1862, in B. 78, fo. 387.
New Orleans, March 22d, 1865.
229 (Signed) J. W. MADDEN,
Recorder.

Document 2.—Offered by Marcuard, March 24th, 1865.

This document is the act under private signature between Slidell & Marcuard, deposited in the office of M. Hahn, notary public, and is already copied at pages of this transcrip', and styled Doc't A.

Note of evidence filed March 24th, 1865.

UNITED STATES
vs.
844 LOTS AND 10 SQUARES OF GROUND, PROPERTY of John Slidell. } No. 7686.

J. Arrowsmith offered in evidence the same testimony as that offered by him in the case of The United States vs. Hell Hyams. (Submitted.)
230 Nicholson & Co. offered in evidence oath of allegiance A & B, contract C, bills D, and certificate of Pilie E, also transfer from N. Stephens to Messrs. Nicholson & Co., marked G. (Submitted.)
F. A. Marcuard offered in evidence Doc'ts 1 & 2. (Cause continued.)

Document A.—Offered by Nicholson & Co.—Filed 24th March, 1865.

UNITED STATES OF AMERICA,
DEPARTMENT OF THE GULF,
New Orleans, September 20th, 1862.

Wm. H. McLellan has taken and subscribed the oath required by Gen. Orders No. 41, for a citizen of the United States of America.

[SEAL OF PROVOST-MARSHAL.] (Signed) THOMAS HALL.

[Stamp, 5 cts.]

Document B.—Filed 24th March, 1865.

UNITED STATES OF AMERICA,
DEPARTMENT OF THE GULF,
New Orleans, October 13th, 1862.

231 J. H. Nicholson has taken and subscribed the oath required by General Orders No. 41, for a citizen of the United States of America.

(Signed) J. J. CONWAY,
Ass't Provost-Marshal.

Document C.—Offered by Nicholson & Co.—Filed March 24th, 1865.

STATE OF LOUISIANA,
Parish and City of New Orleans:

Be it known that on this fourth day of May, in the year of our Lord one thousand eight hundred and sixty, and the eighty-fourth of the independence of the United States of America, before me, Edward Charles Fortier, notary public in and for the parish and city of New Orleans, and official notary for said city, duly commissioned and sworn, and in presence of the undersigned witnesses, personally came and appeared the honorable Gerard Stith, mayor of the city of New
232 Orleans, herein acting in his said capacity, and Nathan Stephen, a resident of the city of New York, herein represented by William G. Stephens by virtue of a power of attorney in the office of W. L. Castel, a notary in this city, dated 26th of March, 1859.

And the said Gerard Stith, acting as aforesaid, declared that, by virtue of the authority in him vested by resolution No. 5127, passed by the common council of the city of New Orleans, and approved on the 28th April, eighteen hundred and sixty, a copy whereof is hereto annexed for future reference, and in conformation of the sale and adjudication made by the city comptroller on the ninth day of March, eighteen hundred and sixty, as it will appear by reference to process-verbal hereto annexed:

He does, by these presents, grant, bargain, sell, and confirm, unto the said Nathan Stephens the contract for paving with round stones Gasquet street, from Basin to Broad streets.

233 The said N. Stephens, by his attorney, hereby binds himself to perform and execute said contract in accordance with the specifications on file in the surveyor's office, a copy whereof is hereto annexed, said specifications reading as follows:

The taking up and raising of the sidewalks on both sides of said Gasquet streets from Basin to Claiborne, having been already contracted for, the contractor for the paving with round stones shall not either disturb or damage the same.

The sidewalks on both sides of said Gasquet street, from Claiborne to Galvez streets, being on a proper grade, shall not be either disturbed

or damaged by the contractor for the round-stone paving. And said contractor shall be bound without extra compensation to take up and relay in their primitive line and grade all curb-stones of said sidewalks which may be out of place, and also to repair the bricking of the sidewalks which may be disturbed and damaged by him.

234 There being no sidewalks made on both sides of said Gasquet street, from Galvez to Broad streets, the contractor shall, according to the lines and grades to be given by the city surveyor, line said sidewalk with curb-stones in the following manner, to wit:

The curb-stones shall be of North River bluestone, or other stone of equally good quality with it, hewed and dressed on the face and level-dressed on the top to answer the slopes of the sides, measuring from three to six feet long, from sixteen to thirty inches wide, and not less than three ½ inches thick. They shall be well set in good joints and in a workmanlike manner, and shall end with apertures nicely cut through the same, whenever desired from draining lots. They shall be duly interspersed in lengths of from three to six feet throughout the work, and each curb-stone shall have a slope of three inches for every foot of its height towards the adjoining sidewalk, shall also be solidely

235 fixed, and backed in the most approved manner and to the entire satisfaction of the city surveyor; no curb-stones less than three and a half inches thick, or shorter than three feet, and having in no case less than six inches below the upper surface of the adjoining gutter shall be admitted in the work.

The curb-stones for the wings of the bridges and the crossings at the intersection of streets shall be of the same quality and dimensions. The curb-stones for the wings of the bridges shall be well jointed and laid in accordance with the directions to be given by the city surveyor, and those for the crossings shall be well jointed and laid on a bed of London gravel and sharp sand four inches thick.

The gutter-stones shall be of North River bluestone of the best quality, hewed and dressed, measuring from three to six feet long, twelve inches wide, and not less than four inches thick; they shall join in their length, the curb-stones shall be well jointed in the best

236 workmanlike manner, and shall be *shall be* laid on a bed of London gravel and sharp sand not less than four inches thick, with a slope of one inch towards the curb-stones.

The round stone shall be either of sea-shore or bank stones of the best quality, measuring not less than six inches long. They shall be laid on a bed of river-sand at least four inches thick, in the best workmanlike manner, and so as to touch each other, and make close and broken joints, and all stones must be laid on their points, as those laid on the flat shall be rejected.

Prior to laying the round stones paving, the road-way shall be picked and graded by the contractor in accordance with the grade and rounding to be given by the city surveyor, and shall received a coating of river-sand four inches thick. The round-stone paving shall then be laid. The joints shall be filled up with dry river-sand, and after the rain has settled the same down the paving shall be well rammed

237 twice, and the joints shall be filled up with lake-shells or London gravel and sharp sand mixed, and the paving shall be well compressed with a six thousand pounds roller, and covered with a coating of three inches of lake-shells and sharp sand mixed, or London gravel and sharp sand mixed, and the street shall be open for travel.

The earth picked out of the street shall be the property of the contractor, shall be removed and hauled away by him.

The contractor shall be bound to keep the paving in perfect good

repair and condition for and during one year after its completion. And to g'arantee the faithful performance of this condition the treasurer will retain one-tenth of the amount of the whole work, which tenth shall be paid to the contractor at the expiration of said year should the paving be then found in good order and condition, otherwise it shall be forfeited for the use of the city.

All the materials shall be of the best quality, and shall be fur-
238 nished by the contractor, as well as the labor.

The contractor shall be bound to commence the work in the ten days following the approval of the adjudication by the common council, and to complete the same six months after, under a penalty of $10 per day for each and every day thereafter the same is not completed.

Good and solvent security in the sum of four thousand dollars shall be required to guarantee the faithful performance of the contract.

The work shall be executed to the entire satisfaction of the city surveyor, who shall be the sole judge of the quality of the work.

Payments to be made on the completion of the work on every three or more squares and acceptance of the same by the city surveyor, as follows, to wit:

The propertion to be paid by the property-holders in bills against the said property-holders, to be made by the city surveyor in conformity with section "119 of the new city charter." Said bills to be col-
239 lected by the contractor, who shall be subrogated to all the rights of the city to sue and seize the property in case of non-payment of any or of the whole of said bills, should the same not be paid, and the propertion to be paid by the city in cash.

The contractor shall pay to the city treasury prior to receiving his certificates and bills of the costs of the publication of the petition of the property-holders, it being well understood that said contractor shall have the right of demanding of said petitioners the reimbursement of said cost of publication.

It is well understood that in case of failure of the contractor to begin or finish the work, or any part thereof, within the period fixed, or in case the common council be dissatisfied with the manner in which the work is being executed, the common council shall have the right of annulling the contract without putting the contractor in default as required
240 by article "1905" of the civil code & putting, applying to a court of justice to annul the same and without endemnifying. And it is also well understood that in case the contractor shall at any time abandon the work or not finish and complete the same in conformity with his contract, the said contractor shall forfeit all claims he may have for any part of the work done by him up to the date of the abandonment, and that the city shall be thereby discharged and released from any and all liability therefor, and it is also well understood that in case the contract be re-sold, the contractor and his sureties shall be held and bound in solido to pay unto the city all loss or difference between the price at which the contractor originally contracted to perform the work and the price at which it may be adjudicated at a re-sale or re-adjudication.

Bids to be per superficial yard of round stone paving furnished and laid, complete, and per superficial feet of curb and gutter-stones, furnished and laid.

241 New Orleans, 27th Feb'y, 1860.

(Signed) LOUIS H. PILIÉ,
City Surveyor.

Approved by the committies on streets and landings of both boards of the common council.

(Signed) H. S. VENNARD.
" ROB'T HUGIE,
Chairman.

The present contract is made and accepted for and in consideration of the following prices, to wit: one dollar per superficial yard of paving and one dollar per superficial foot of curb and gutter-stones furnished and laid, payable in accordance with the above specifications of the city surveyor.

It is well understood between said parties that in case of any neglect on the part of the contractor to comply strictly with the above specifications, the common council reserves the right to declare the contract "ipso facto" null and void without applying to a court of justice, and without indemnifying the contractor; and it is further understood
242 that upon any failure on the part of the contractor to comply strictly with the terms and conditions of his contract, he shall be deemed to be in default by the mere act of his failure.

And now personally came and appeared William H. McClelan, esq'r, of this city, herein representing his firm of Nicholson & Co., of this city, who, having read what is above written, declared that they hereby guarantee to the city of New Orleans the faithful performance of the for'going contract by the said N. Stephens, and bind themselves in favor of said city in the sum of four thousand dollars, payable on demand to said corporation. Now the condition of the above bond or obligation is such that if the said N. Stephens shall well, truly, and faithfully perform and execute the present contract in accordance with the above specifications, then the above written bond or obligation to be null and void, but otherwise to be and remain in full force and
243 virtue. The said Nicholson & Co. hereby waive the benefit of division and discussion granted by law to sureties.

Done and passed in my office at New Orleans the day, month, and year first above written, in presence of P. Adelard Fortier and Alcee Morel, competent witnesses domiciliated in this city, who have hereunto signed their names with the said parties and me, the notary, after due reading of the foregoing.

(Original signed) NATHAN STEPHENS,
" Per pro. W'M G. STEPHENS.
" NICHOLSON & CO.
" GERARD STITH, *Mayor.*
" P. AD. FORTIER.
" ALCÉE MOREL.

Correct:

(Signed) J. J. MICHEL,
City Attorney.
" CHARLES E. FORTIER,
Not. Public.

As the legal custodian of the records of Charles E. Fortier, late a notary in this city, I certify the foregoing to be a true copy of
244 the original contract on file amongst the records of said Fortier in my office.

In faith whereof I grant these presents under my signature and seal

of office on this twenty-third day of February, A. D. eighteen hundred and sixty-five.

[SEAL.] (Signed) ANDREW HERO,
Not. Public.

Documents D & E.—Filed by Nicholson & Co., interrenors, March 24th, 1865.

BILL No. 3501.

SURVEYOR'S DEPARTMENT, CITY HALL.
New Orleans, June 10th, 1865.

Mr. John Slidell to Nathan Stephens, Dr.

For one-half of the round-stone paving of the street in front of your property situated on the northeast side of Gasquet street, between Dorgenois & Broad streets, joining Broad street, and measuring 118 feet 11½ in., at 1.51\frac{4}{10}$			$178 71
	118 feet 11½ in. of new curbstone, at 1.83\frac{1}{3}$		216 41
245	118 " 11½ " of new gutter-stone, 1.00		118 04
	of bricking relaid, at		
	of flagging relaid, at		
	of new flagging, at		
	of new bricking, at		
Total			$513 16

I hereby certify the above bill correct and in conformity with the contract entered into with Mr. Nathan Stephens agreeably to resolution of common council, No. 5127.

(Signed)

City Surveyor.

" T. M. LASTER,
Dy Comptroller.

" JOHN S. WALTON,
Treasurer.

(Writen across the face:)

Duplicate bills issued from the original book of certificates by Louis H. Pilie, city surveyor, June 10th, 1861.

SURVEYOR'S DEPARTMENT,
Nov. 25th, 1863.

Correct:

J. GORLINSKI,
City Surveyor pro tem.

(Endorsed on back:)

I hereby certify that the within bill was accepted as correct and in conformity entered into with Mr. Nathan Stephens agreeably to resolution of the common council No. 5127.

(Signed) JOS. GORLINSKI,
City Surveyor pro tem.

246 *Document F.—Offered by Nicholson & Co.—Filed March 24th,* 1865.

UNITED STATES
vs.
123 LOTS & 2 SQUARES, &C., THE PROPERTY of Henry M. Hyams.

Louis H. Pilie, being duly sworn, doth depose and say:

That he was formerly city surveyor of the city of New Orleans; he signed the certificate at the bottom of bills No. 3492 & 3495 in favor of Nathan Stephens and against H. M. Hyams, dated 10th June, 1861, and for $242, and the other for $120. The work was done according to contract and the bills are correct.

(Signed) LOUIS H. PILIE.

Sworn to and subscribed before me this 24th February, A. D. 1865.

(Signed) CHA'S CLAIBORNE,
Clerk of United States District Court.

George S. Lacey, being duly sworn, doth depose & say:

247 That he is acquainted with Nathan Stephens. On the 11th April, 1864, Nathan Stephens, in presence of deponent, signed the endorsement on back of transfer from Stephens to Nicholson & Co., acknowledged before W. P. Wade, notary public, Scott County, State of Ohio.

December 10th, 1863.

(Signed) GEO. S. LACEY.

G.

Transfer from N. Stephens to Nicholson & Co., marked "G."—Offered in evidence by Nicholson & Co.

I, Nathan Stephens, of the city of Brooklyn and State of New York, hereby acknowledge that the following bills or demands for the paving of Gasquet street, in the city of New Orleans, with round stone, curb, and gutter-stone, as per contract between said city of New Orleans and myself, and agreeably to resolution of the common council, No. 5127, of said city of New Orleans, have been duly assigned and transferred to Messrs. Nicholson & Co., of the city of New Orleans; that
248 *that* they acquired all the right or interest which I had in and to the same, and are fully authorized, in my name or their own, to institute and judicial proceedings for the recovery of said bills or demands at their own charges or expense.

No. of bills.	Name of property-holders or debtors.	Amounts.	On Gasquet street.
3492	Mr. H. M. Hyams	$242 00	N. E. side, bet. Rocheblave and Dorgenois st., 55 f't 8 inches.
3495	Mr. H. M. Hyams	121 00	Do. 27 feet 10 inches.
3498	Mess. D. C. Labatt & C. V. Jonte.	821 65	Do. 189 feet, corner Dorgenois street.
3499	Mr. J. Hogan	234 76	Do. 54 feet, Dorgen. & Br. s'ts.
3501	Mr. J. Slidell	513 16	Do. 118 f't ½ in., do cor. Br. s't.
3502	Mr. J. V. Labarre	139 12	S. W. side, 32 feet, corner Dorgenois s't.
3503	Mess. D. C. Labatt & C. V. Jonte.	139 12	Do. 32 feet, do. do.
3505	Mess. R. W. Fishbourne.	139 12	Do. 32 feet, " "
3507	Mrs. Labarre	139 12	Do. 32 feet, " "
	Mrs. J. V. Labarre	666 59	Do. 158 feet 4 inches, " "

(Signed) NATHAN STEPHENS.

249 STATE OF IOWA,
Scott County, ss:

Personally appeared before me, the undersigned, a notary public in and for said county, Nathan Stephens, of the city of Brooklyn, State of New York, and signed his name to the foregoing instrument, at my office, in the city of Davenport, county of Scott and State of Iowa, this 10th day of December, A. D. 1863.

(Signed) W'M P. WADE,
Notary Public.

(Endorsed on other side.)

I hereby acknowledge my signature to the document on the reverse hereof.

New Orleans, April 11th, 1864.

(Signed) NATHAN STEPHENS.

Witness:

(Signed) GEO. S. LACY.

STATE OF IOWA,
Scott County, ss:

I, Ira M. Gifford, clerk of the district court in and for said county, do hereby certify that W. P. Wade, esquire, whose name appears to the instrument of writing to which this is annexed, dated the
250 10th day of December, A. D. 1863, is now, and was at the time of the date thereof, an acting notary public in and for said county, duly commissioned and qualified in conformity with the laws of said State, and his certificate and acknowledgment is in accordance therewith, and that his signature is genuine. And I further certify that the court of which I am the clerk is a court of record, using a seal of office, and that this certificate is in conformity with the laws of said State.

In testimony whereof I have hereunto set my hand and cause the seal of said court to be hereto affixed, at office, in the city of Davenport, in said county, this tenth day of December, in the year of our Lord A. D. 1863.

(Signed) IRA M. GIFFORD,
[SEAL.] *Clerk of the Dist. Court.*

DAVENPORT, IOWA, *December 10th*, 1863.

Messrs. NICHOLSON & Co.

GENTS: Yours of the 25th November is just received. En-
251 closed I send you 'he assigment of the different bills named by you.

I am very anxious to pay a visit to New Orleans as soon as I can meet my father there, and expect to be there before the first of May next, if he should not be able to get there before that time, and will come as soon as it may be actually necessary for me to do so, and should like to go down the river if it was safe to do so. I dislike the voiage by sea on account of sea-sickness, &c. Will send my attorneys, Messrs. Durant & Horner, of New Orleans, a list of my certificates, for them to attend to any claim I may have on any property sold by the Government.

If you want any other assignments before I visit you write me, and I will attend to them, and should be pleased to hear from you occasion-

ally how matters get along in New Orleans. Mr. Lincoln has not notified me that he was going away from New Orleans, which I should have supposed he would have done.

252 Respectfully, yours,

(Signed) NATHAN STEPHENS.

P. S.—Direct your letters to me, *Dox* 701, New York City, New York. I may not remain at this place long; I am here on account of the health of one of my daughters, and can leave here at short notice.

Testimony offered in trial of interventions, 24th March, 1865.

JAS. GRAHAM.

JAMES GRAHAM, sworn for United States, says:

I have seen the original act under private signatures. It was ratified in the French consul's office. By ratification I mean it was legalized there.

I have seen the inscription in the books of the mortgage office. The inscription was not signed by the recorder.

Mr. Darcantel was the acting recorder at the time.

I had official business with Mr. Darcantel most every day, and I knew him to be recorder as well as I knew anything.

253 Cross-examined:

The act was written out and inscribed in the mortgage office in the usual way.

J. Q. A. FELLOWS.

J. Q. A. FELLOWS, esq'r, sworn, says:

Some time in July, 1862, I accompanied Judge Whitaker, who had been appointed to take charge of the mortgage office, to Mr. Alfred Shaw, who was made d'y recorder.

Mr. Shaw intimated to us that we should examine and see what mortgages had recently been recorded. We found, among the inscriptions, one which I would take to be the original of the copy I now hold in my hands. This inscription was not signed. This inscription was the last one in the book. The document itself was not found anywhere.

All the other inscriptions were signed and dated by the recorder of mortgages, except this one, and we were at a loss to discover when the inscription had been made.

254 Mr. Shaw, who subsequently was appointed recorder of mortgages by Major-General Butler, left this inscription unsigned, because no one could know when it was inscribed.

I was requested by Mr. Shaw to notice particularly this last act, so that, if any question would come up hereafter, I could know where he commenced.

The inscription in the book is entered full extenso.

Hearing & continuance.—March 24th, 1865.

UNITED STATES
vs.
844 LOTS AND 10 SQUARES OF GROUND, PROPERTY of John Slidell. } No. 7686.

This cause came up on the interventions—district attorney for libel-

lants; H. F. Deblieux, L. Castera, & R. K. Howell—when, after hearing the pleadings and evidence, the cause is continued till to-morrow, 25th inst., at 11 a. m. o'clock.

255 And the court directed the clerk to issue a subpœna duces tecum to John W. Madden, recorder of mortgages for this city, commanding him to produce, in court, at the aforesaid day and hour, the book containing the inscription of the act under private signature between John Slidell and F. A. Marcuard at pages 358, 380, & 387, and the inscription of the act of deposit of the same before M. Hahn, notary, on the 4th August, 1862; and another subpœna duces tecum to M. Hahn, esq'r, requiring him to bring into court, at the same day and hour, the record of his office, containing the act of deposit by E. Rousseau on 4th August, 1862, and the act under private signature between said above-named parties, executed in the city of Paris on 4th June, 1862, and deposited with him as aforesaid.

Marshal's return.

Rec'd, New Orleans, March 24th, 1865, and, in obedience to the within order, served a copy on J. W. Madden & Michael Hahn, esq'r, personally.

Returned March 25th, 1865.

256 (Signed) J. J. PRIES,
D'y U. S. Marshal.

Minute of evidence and testimony taken in open court.—March 25th, 1865.

UNITED STATES
vs.
844 LOTS AND 10 SQUARES OF GROUND, PROPERTY of John Slidell. } No. 7686.

F. A. Marcuard, intervenor, offered in evidence book 78 M from the mortgage office, now produced in court by the recorder under the order of court. Said book is marked "'Ne varietur,' New Orleans, Feb'uary 14th, 1862. H. D. Ogden, judge." At the first and last pages special reference is made to pages 358, 380, & 387, copies of the entries at pages 380 & 387 to be furnished.

J. W. MADDEN.

J. W. MADDEN, sworn & examined by Intervenor Marcuard, says:

I am now recorder of mortgages for the city and parish of Orleans.

257 Being shown document marked 1, says it correspond' exactly with the entry on my book.

The entry was made in the books of the recorder of mortgages by Mr. Manouvrier, the recording-clerk under Mr. La Sere, recorder. Manouvrier is now dead.

Examined by Dist. Att'y:

I don't think that Mr. Lasere was in town at the time, and I think he was within the lines of the enemy then.

Re-examined:

Mr. Darcantel acted as deputy recorder of mortgages under Lasĕre; whilst Darcantel was there the office was open for business; Manouvrier, who made the entry, was a regular employed clerk in the office.

Cross-examined by Dist. Att'y:

The reason I think why the entry was not signed is, that Mr. Darcantel had not complied with General Order No. 41, requiring all the public officers to take the oath of allegiance to the United States.

Re-examined:

258 Mr. Hugh Madden is Mr. Hahn's successor in office, and had the custody of all his records and archives, which have lately been totally destroyed by fire.

Cross-examined by Dist. Att'y:

Military law prevailed here at the time. I don't recollect that there was an order prohibiting the registry of certain mortgages.

ALF. SHAW.

ALFRED SHAW, sworn for Marcuard, says:

I was deputy recorder on the 9th July, 1862. On 9th August following, I was recorder of mortgages. I was acting as deputy recorder on 9th July, 1862, altho' I did not know who my principal was. Mr. Whitaker had been appointed to take charge of the mortgage office, but did not act.

I signed the entries at pages 380 and 387, as therein stated; Hugh Madden is Mr. Hahn's successor in office. By public report I know that Mr. Hahn's record' have been destroyed by fire.

259 I know that there was such an act as that of Mr. Marcuard deposited in Mr. Hahn's office. Recollect having seen Mr. Castera frequently at Hahn's office in Aug., 1862.

Intervenor Marcuard offered the affidavit of Hugh Madden, now filed. Also copy of General Order No. 73.

E. ROUSSEAU.

EUGÉNE ROUSSEAU, sworn for Marcuard, says:

I received the act under private signature between Slidell & Marcuard on the 14th July, 1862. I am personally acquainted with Marcuard and Slidell.

Document No. 1 is a copy of the act under private signature of 4th June, 1862, which I received from France on the 14th of July, 1862. And on the same day I had it recorded in the mortgage office of this city. I am acquainted with the signatures of Slidell and Marcuard; the signatures to the document I received on 14th July, 1862, were genuine. The copy to Mr. Hahn was sent to him by my direction.

260 I had two copies of the act under private signatures; received them the same day, I think. I had the document recorded again in the mortgage office on the 29th July, 1862, because I was apprehensive that the first recording might be disputed; and as soon as General Butler appointed a recorder of mortgages I had it inscribed again.

I take a trip to France occasionally, and am acquainted with Marcuard, the intervenor. I believe Marcuard to be a man of large fortune that permits him to loan $60,000. I consider the loan from Marcuard to Slidell a real one.

Affidavit of Hugh Madden, filed March 25th, 1865.

I do solemnly swear that I am the duly commissioned successor in

office of Michael Hahn, late a notary public in this city, and was the legal custodian of his records.

That my office, No. 50 Camp street, New Orleans, in which
261 I had said records, was, on the 19th day of January last, destroyed by fire, and said records were totally lost and burnt.

(Signed) HUGH MADDEN,
Not. Public.

Sworn to and subscribed before me this 25th March, 1865.

(Signed) K. LOEW,
Dy Clerk.

General Orders No. 73.

HEADQUARTERS DEPARTMENT OF THE GULF,
New Orleans, Sept. 18th, 1862.

1st. All transfers of property, or rights of property, real, mixed, personal, or incorporeal, except necessary food, medicine, and clothing, either by way of sale, gift, pledge, payment, lease, or loan, by an inhabitant of this department, who has not returned to his or her allegiance to the United States, (having once been a citizen thereof,) are forbidden and void; and the person transferring, and the person receiving,
262 shall be punished by fine or imprisonment, or both.

2d. All registers of the transfer of certificates of stock or shares in any incorporated or joint-stock company or association in which any inhabitant of this department who has not returned to his or her allegiance to the United States (having once been a citizen thereof) has any interest, are forbidden; and the clerk or other officer making or recording the transfer will be held equally guilty with the transferror.

By command of Major-General Butler:

G. C. STRONG,
A. A. Gen'l.

Hearing and continuance, March 25th, 1865.

UNITED STATES
vs.
844 LOTS & 10 SQUARES OF GROUND, PROPERTY of John Slidell. } No. 7686.

263 This cause came up on the interventions pursuant to continuance. Dist. att'y for libellants, H. F. Deblieux & L. Castera, and Miles Taylor for intervenors. When, after hearing further evidence, the same is continued indefinitely.

Writ of venditioni exponas issued March 27th, 1865, *and returned by the marshal July 19th*, 1865.

United States district court, east. dist. of Louisiana.

The President of the United States of America to the marshal of the eastern district of Louisiana, or either of his deputies, greeting:

Whereas, at a district court of the United States holden at New Orleans, for and within said district, on the 18th day of March, A. D. 1865, 844 lots and 10 squares of ground, with all the buildings and improvements thereon, the property of John Slidell, fully described in the
264 libel on file, were, after proclamation and due proceedings had, decreed perfect and ordered to be sold at public auction. These are

therefore to command you to sell to the highest bidder, at public auction, at Merchants' Exchange, Royal street, within said district, on the 23d day of May, 1865, at 12 o'clock m., the said 844 lots and 10 squares, &c., first giving 30 days' notice at least of the time and place of sale, by advertisements of the same in the True Delta, one of the newspaper' printed at New Orleans, and by proclamation in the usual form on the day of sale; the money arising from the sale to be paid into the registry of said court, to be disposed as the law in this case directs.

And make due return hereof with your doings herein.

Witness the honorable Edward H. Durell, at New Orleans, this 27th day of March, A. D. 1865, and 89th year of the Independence of the United States of America.

(Signed) WM S. BENEDICT,
Dy Clerk.

265 *Marshal's return.*

UNITED STATES
vs.
842 LOTS AND 10 SQUARES OF GROUND, PROPERTY of John Slidell. } No. 7686.

Received March 27th, 1865. In obedience to the writ of venditioni exponas, to which this return is annexed, the property was offered for sale, after having been advertised full 30 days in the True Delta, one of the daily papers printed in the city of New Orleans, but there not having been bid two-thirds of the appraised value of all the property then offered, but only for a portion, I sold only a portion of the said property for cash and withdrew the balance, which balance I again offered for sale, at the same place and hour, after having again advertised the same for sale for ten days in the True Delta, a daily paper as aforesaid.

All as per order of the judge of the honorable the district court
266 of the United States for the eastern district of Louisiana, issued 29th February, 1865, at which second offering I exposed the balance of said property for sale at one-half cash and one-half at a credit of one year, in accordance with the above order. I then sold a portion only of said property on the terms set forth in the above-named order of court, viz, one-half cash and one-half at a credit of one year. And the balance of the property not receiving any bidders therefor, I again did advertise for sale in the True Delta for 10 days more. And after several different offerings, on different days, each one having been duly advertised, and after complying with all the legal requirements, and also setting forth the terms of sale in each advertisement, as well as by the auctioneer, at the day and hour of each offering for sale, the property named above was all sold except a piece of ground lying on the batture, &, as appears from the certificate of Pilie and Depouilly, surveyors and architects, hereto annexed, and two lots restored by
267 order of court to Myra Clark Gaines, and two lots on the corner of Baronne and Lafayette streets, and also the property on the corner of Philippa (now Dryades) and Lafayette streets, and extending back on Lafayette street, comprising the property of Mr. Davereu, deceased, and now restored to the widow of said Davereu by order of court and consent of the United States district attorney; also the two lots fronting on Dryades street, immediately in the rear and adjoining the aforementioned property of Mrs. Davereu, and two lots fronting on Hevia street, between Philippa and Baronne street. All of which lots and improvements last mentioned were not sold, it appearing to

the United States marshal and to the United States district attorney that said property was not lawfully seized of John Slidell's estate, but the balance of the property was all sold on the following terms and to the following-named persons, viz:

268 2 lots, 5 & 6. To Fritz Huppenbauer, in square bounded by St. Charles, Common, Camp, and Gravier streets—cash $13,500 00
2 lots, 3 & 4. To Thomas Hale, in square bounded by Common, Gravier, St. Charles—cash 16,900 00
2 lots, No. 20 & 21. To T. B. Blanchard, in square bounded by Custom-house, Bienville, Old Levee, and Clinton, fronting Old Levee & Clinton—cash 10,000 00

			Notes.	Cash.
One lot	J. Brugère	Custom-house N. E., between Chartres & Levee	$2,525	2,525
One lot	Citizens' Bank ..	Fronting 22 feet on Royal st	.....	5,000 00
2 lots, 5 & 7	J. L. Davis	Fronting on Josephine st	1,337 50	1,337 50
1 " No. 7	J. Dumpke	Fronting on Josephine st	475	475
Portion 69	Mr. Houghton	Rocheblave, Venus, & Dorgenois & turnpike		
" 70	..... do	Rocheblave, Venus, Dorgenois, and Venus		
Square 76	..... do	Dorgenois, Calliope, Broad, and Euphrosine	362 50	362 50
269 " 84	..... do	Sixth, Calliope, Fifth, and Euphrosine ..		
Portion 71	W. M. Witmore ..	Rocheblave, Calliope, Dorgenois, & Euphrosine	.....	35 00
Portion	..... do	Lot No. 6 and part of lot No. 5, in portion 74, fronting on Clio ..	.....	45 00
Portion 83	W. M. Witmore ..	Calliope, Sixth, and Fifth, and line of Lafayette	.....	30 00
Do 94	..... do	Fourth, Aglae, Van Buren, & turnpike road	.....	67 00
Sq'r 107	..... do	St. John avenue, Aglae, Violet & Venus ..	.....	55 00
Port. 95	..... do	Van Buren, Aglae, Third, & turnpike ..	.....	67 00
Do 111	..... do	Triangular by Venus, Violet, & other property	.....	22 00
Do 114	..... do	Mulberry, Aglae, turnpike, and property of Walden	.....	107 00
Lots No. 1 to 33 and the rear part of lots 3 to 10, inclusive, and No. 34 of square 75 ..	P. Conner	Dorgenois, Broad, Clio, & Calliope st	65 00	65 00
270 Sq'r 77	Jno. Stack	Dorgenois, Euphrosine, Broad, & Venus	$125 00	125 00
Do 79	E. Heath	Broad, Venus, Sixth, & turnpike	200 00	200 00

			Notes.	Cash.
Do 81	M. Heath	Broad, Calliope, Sixth, & Euphrosine		
Port. 82	do	Calliope, Broad, Sixth, and line of su'rb Lafayette	340 00	340 00
Port. 89	J'ph Keller	Fifth, Euphrosine, & Fourth streets, & on the other line part'y by Calliope & partly line frab. Lef	90 00	90 00
Sq'r 80	W. M. Witmore	Broad, Euphrosine, Venus, & Sixth, 6-5."		
" 85	do	Euphrosine & Venus.		
" 86	do	6th, 5th, Venus, & turnpike		
" 87	do	5th, 4th, Venus, & turnpike		
" 88	do	5th, 4th, Venus, & Euphrosine		
" 92	do	4th, Euphrosine, Venus, & Van Buren.		
" 93	do	4th, Van Buren, Venus, & Aglae		
" 14	do	24 lots, Salcedo, Jackson, Gayoso, & Canal, except triangle	2,005 00	2,005 00
271 " 113	do	Lemon, Aglaé, Mulberry turnpike		
Port'n 106	do	St. John Avenue, Venus, Violet, & other property		
" 102	do	3d, Aglaé, 2d, & turnpike		
" 98	do	Van Buren, Euphrosine, 3d, & Venus.		
" 91	Tho's Turnes	4th, Euphrosine, Van Buren & line, faubourg Lafayette	50 00	50 00
Sqr. 96	Geo. Shorts	3d, Venus, Aglaé, & Van Buren		
Lots 55 & 56	do	55 front on South Market, 56 on Delord	902 00	903 00
Port'n 115	do	Aglaé, Mulberry property, B. F. Walden		
Sqr. No. 97	S. McConnel	Venus, Van Buren, 3d, & Aglaé		
" 16	do	Saludo, Customhouse, Bienville, & Gayoso		
Port'n 100	do	3d, Euphrosine, Venus, & 2d	1,112 50	1,112 50
Sqr. 108	do	St. John Ave., Aglaé, Violet, & turnpike		
Sqr. 12	do	Lopez, Conte, Salcedo, & Carrondelet walk		
272 Lots 57 & 58.	E. Ichlen & Stall	57 front on Delord, 58 South Market	887 50	887 50
Lot 60	B. Laporte	Front 24 feet on Levee street	325 00	325 00

			Notes.	Cash.
Batture lot.....	J. Cooney.....	South Market, Delord, Levee, & Thoupitoulas	1,325 00	1,335 00
Lot No. 2.....	J. Potter.....	Front on Delord, bet. New Levee & Thoupitoulas	.....	400 00
4 lots, 25, 26, 29, 30..	J. M. Burthard...	Philippa, Hevia, Barounne, & Poydras...	1,062 50	1,062 50
Sqr. 10.....	Hayle & Chadrick	Cortez, Gravier, St. John & Julia.....	175 00	175 00
Do. 15.....	R. W. Tlims.	Salcedo, Custom-house, Gayoso, & Canal	1,000 00	1,000 00
Do. 29.....	J. P. A. Mertz....	Dupre, White, Jackson, & Canal.....	1,500 00	1,500 00
13 lots, sqr. 44.....	J. M. Hoyle.....	Dorgenois, Jackson, Broad, & Canal.....	1,400 00	1,400 00
Sqr. 21.....	C. & J. H. Radher.	Gayoso, Jackson, Dupre, & Canal.....	1,400 00	1,400 00
Port'n 99.....	John Huth.....	3d, Van Buren, Euphrosine, & faubourg Lafayette.....		37 00
Sqr. 101.....	M. J. Blanc	3d, Venus, Second, & Aglaé.	155 00	155 00
" 104.....	.....do.....	Aglaé, Venus, 2d, & St. John Ave.....		
" 103.....	H. Lawrence.....	Aglaé, Second, St. John Avenue, & turnpike.	70 00	70 00
Port'n 105.....	J. P. Barret.....	Second, Venus, St. John Avenue, & faubourg Lafayette.	60 00	60 00
273 Sqr. 100	S. H. Brown.	Violet, Venus, Lemon, & Aglaé.....	.....	80 00
Port. 112.....	C. Madden.....	Aglaé, Lemon, Mulberry, property, Walden, deceased.....	32 50	32 50
Do 109.....	Chs. Fuchs.	Violet, Venus, Lemon, & turnpike.....		1,00 00
			$26,982	$73,428

RECAPITULATION.

Cash.....	$73,428
Notes.....	26,982
Total am't of sales	$100,410

274 NEW ORLEANS, 19*th of May*, 1865.

This is to certify that the *peice* of ground seized from John Slidell, and described in the notice of sale as follows: A *peice* of ground lying on the batture in front of the suburb St. Mary, designated by the No. 9, on a plan of said lot, and others made by Jos. Pilie, city surveyor, dated 12th January, 1823, annexed to an act of deposit made by W. & J. Montgomery & others before J. R. Stringer, notary, dated 7th Feb'uary, 1826, having 40 feet on the south side of the continuation of Delord street, which extends from Thoupitoulas to New Levee street, 42 feet 4 inches in the rear, where it is bounded by the dividing line of suburbs St. Mary & Delord, measuring on the eastern side where it is bounded by lot No. 8, 137 feet; and on the next side on which it is

			Notes.	Cash.
Do 81	M. Heath	Broad, Calliope, Sixth, & Euphrosine		
Port. 82	do	Calliope, Broad, Sixth, and line of su'rb Lafayette	340 00	340 00
Port. 89	J'ph Keller	Fifth, Euphrosine, & Fourth streets, & on the other line part'y by Calliope & partly line frab. Lef	90 00	90 00
Sq'r 80	W. M. Witmore	Broad, Euphrosine, Venus, & Sixth, 6-5."		
" 85	do	Euphrosine & Venus.		
" 86	do	6th, 5th, Venus, & turnpike		
" 87	do	5th, 4th, Venus, & turnpike		
" 88	do	5th, 4th, Venus, & Euphrosine		
" 92	do	4th, Euphrosine, Venus, & Van Buren.		
" 93	do	4th, Van Buren, Venus, & Aglae		
" 14	do	24 lots, Salcedo, Jackson, Gayoso, & Canal, except triangle	2,005 00	2,005 00
271 " 113	do	Lemon, Aglaé, Mulberry turnpike		
Port'n 106	do	St. John Avenue, Venus, Violet, & other property		
" 102	do	3d, Aglaé, 2d, & turnpike		
" 98	do	Van Buren, Euphrosine, 3d, & Venus.		
" 91	Tho's Turnes	4th, Euphrosine, Van Buren & line, faubourg Lafayette	50 00	50 00
Sqr. 96	Geo. Shorts	3d, Venus, Aglaé, & Van Buren		
Lots 55 & 56	do	55 front on South Market, 56 on Delord	902 00	903 00
Port'n 115	do	Aglaé, Mulberry property, B. F. Walden		
Sqr. No. 97	S. McConnel	Venus, Van Buren, 3d, & Aglaé		
" 16	do	Saludo, Custom-house, Bienville, & Gayoso		
Port'n 100	do	3d, Euphrosine, Venus, & 2d	1,112 50	1,112 50
Sqr. 108	do	St. John Ave., Aglaé, Violet, & turnpike		
Sqr. 12	do	Lopez, Conte, Salcedo, & Carrondelet walk		
272 Lots 57 & 58.	E. Ichlen & Stall	57 front on Delord, 58 South Market	887 50	887 50
Lot 60	B. Laporte	Front 24 feet on Levee street	325 00	325 00

			Notes.	Cash.
Batture lot.....	J. Cooney.....	South Market, Delord, Levee, & Thoupitoulas.....	1,325 00	1,335 00
Lot No. 2.....	J. Potter.....	Front on Delord, bet. New Levee & Thoupitoulas.....	.....	400 00
4 lots, 25, 26, 29, 30..	J. M. Burthard...	Philippa, Hevia, Baronne, & Poydras...	1,062 50	1,062 50
Sqr. 10.....	Hayle & Chadrick	Cortez, Gravier, St. John & Julia.....	175 00	175 00
Do. 15.....	R. W. Tlims.	Salcedo, Custom-house, Gayoso, & Canal.....	1,000 00	1,000 00
Do. 29.....	J. P. A. Mertz....	Dupre, White, Jackson, & Canal.....	1,500 00	1,500 00
13 lots, sqr. 44.....	J. M. Hoyle.....	Dorgenois, Jackson, Broad, & Canal.....	1,400 00	1,400 00
Sqr. 21.....	C. & J. H. Radher.	Gayoso, Jackson, Dupre, & Canal.....	1,400 00	1,400 00
Port'n 99.....	John Huth.....	3d, Van Buren, Euphrosine, & faubourg Lafayette.....		37 00
Sqr. 101.....	M. J. Blane	3d, Venus, Second, & Aglaé.	155 00	155 00
" 104.....	.....do.....	Aglaé, Venus, 2d, & St. John Ave.....		
" 103.....	H. Lawrence.....	Aglaé, Second, St. John Avenue, & turnpike.	70 00	70 00
Port'n 105.....	J. P. Barret.....	Second, Venus, St. John Avenue, & faubourg Lafayette.	60 00	60 00
273 Sqr. 100	S. H. Brown.	Violet, Venus, Lemon, & Aglaé.....	.....	80 00
Port. 112.....	C. Madden.....	Aglaé, Lemon, Mulberry, property, Walden, deceased.....	32 50	32 50
Do 109.....	Chs. Fuchs.....	Violet, Venus, Lemon, & turnpike.....		1,00 00
			$26,982	$73,428

RECAPITULATION.

Cash.....	$73,428
Notes.....	26,982
Total am't of sales	$100,410

274 NEW ORLEANS, 19*th of May*, 1865.

This is to certify that the peice of ground seized from John Slidell, and described in the notice of sale as follows: A peice of ground lying on the batture in front of the suburb St. Mary, designated by the No. 9, on a plan of said lot, and others made by Jos. Pilie, city surveyor, dated 12th January, 1823, annexed to an act of deposit made by W. & J. Montgomery & others before J. R. Stringer, notary, dated 7th Feb'uary, 1826, having 40 feet on the south side of the continuation of Delord street, which extends from Thoupitoulas to New Levee street, 42 feet 4 inches in the rear, where it is bounded by the dividing line of suburbs St. Mary & Delord, measuring on the eastern side where it is bounded by lot No. 8, 137 feet; and on the next side on which it is

bounded by lot No. 10, 133 feet 10 inches; acquired from Samuel Kohn by act before H. K. Gordon, notary, dated 23 January, 1828; does not belong to John Slidell, the same having been taken for the opening of Pearl street about 30 years ago.

275 (Signed) PILIE & DEPOUILLY,
Civil Engineers and Architects.

UNITED STATES OF AMERICA.
Eastern District of Louisiana:

NEW ORLEANS, *July 17th*, 1865.

Pursuant to this precept, I have caused the property within named to be offered for sale by public auction, and to the highest bidder, at the Merchants' Exchange, on the day, hour, and place therein directed, having given thirty day' previous notice of the time, place, and manner of the sale in the True Delta, one of the newspapers printed in the city of New Orleans, and by the crier on the day of sale, and at such sale purchase*ds* were, as appears from the annexed statement, and reference is made to the certificates of mortgages hereto annexed, as also to the certificates of cancellation of the same, also to the surveyor's certificate hereto annexed, as part of this return.

Whereby the gross sales amount to one hundred thousand
276 and four hundred and ten dollars, which I pay over to Charles Claiborne, esq'r, the clerk of the court aforesaid, to be distributed and disposed of as the court directs.

Attest: A. BAUDOUIN,
D'y Marshal.

Received from Culbert Bullitt, United States marshal, one hundred thousand and ten dollars, being, as he saith, the proceeds of the aforegoing sale.

The monies to be disposed of as the court directs, and for which I have signed duplicate receipts.

(Signed) CH'S CLAIBORNE, *Clerk.*

NEW ORLEANS, *July 17th*, 1865.

U. S. marshal's sales.

UNITED STATES
vs.
844 LOTS & 10 SQUARES OF GROUND, THE PROPERTY of John Slidell. } No. 7686.

In the United States district court, eastern district of Louisiana.

277 By virtue of a writ of venditioni exponas, to me directed in the above-entitled suit, I will proceed to sell to the highest bidder on Friday, the fifth day of May, 1865, at 12 o'clock m., at Merchants' and Auctioneers' Exchange, No. 18 Royal street, between Canal and Customhouse streets, the following-described property, viz:

Two lots of ground situate in faubourg St. Mary, designated by the No. 5 & 6 on a plan drawn by the city surveyor, and deposited in the office of G. R. Stringer, notary, on the 3d March, 1830. Said lots measure each 22 feet 6 inches 2 lines front on Common street, between St. Charles and Camp streets, and 22 feet 6 inches 1 line in the rear. Said lot No. 5 having in depth 109 feet 6 inches 6 lines on the line which separates it from lot No. 4, and 110 feet 1½ lines on the line which

separates it from lot No. 6; and said lot No. 6 has in depth 110 feet one inch*e* and ½ line on the line of lot No. 5, and 110 feet 9 inches 3
278 lines on the line of lots No. 7 and 11 on said plan—acquired from Horace C. Cammack and Thomas Dixon by act before Wm. Christy, notary, dated 21st Feb'uary, 1833.

A lot of ground situate in faubourg St. Mary, designated by the No. 3 on a plan by L. J. Pilie & Springbett, 22d December, 1838, and deposited in the office of F. Grima, notary, as plan No. 58, measuring American measure 20 feet 10 inches front on St. Charles street, between Common and Gravier, by sixty feet 8 inches deep on the line of lot No. 2, 59 feet 10 inches on the line of lot No. 4, and 20 feet 5½ inches in the rear, with the use of the yard in common to it and other lots. Acquired from Richard Owen Prichard, syndic, of his creditors, by act before F. Grima, notary, dated 9th March, 1839.

The lot of ground No. 4 on the aforesaid plan, measuring, in American measure, 20 feet 10 inches front on St. Charles street, between
279 Common and Gravier streets, by 59 feet on the line towards Gravier street, separating it from the property of Ambrose Lanfear, and 59 feet 10 inches on the line of lot No. 3, and 20 feet 7 inches in width in the rear. Acquired as follows: By Henry R. Denis and John Slidell, jointly, from Richard O. Pritchard, syndic, of his creditors, by act dated 9th March, 1839, before F. Grima, notary, and by act before A. Mazurean, notary, dated 18th March, 1846, the said H. R. Denis conveyed his undivided half of said lot No. 4 unto the said John Slidell.

Two lots of ground, designated by the Nos. 7 & 8 on a plan drawn by M. Harisson on the 30th Feb'uary, 1844, in the square bounded by Phillippa, Circus, Perdido, and North Poydras streets, measuring, English measure, each 23 feet front on North Poydras street by a depth of 53 feet 11 inches and 2 lines between parallel lines. Acquired from the New Orleans and Carrolton Railroad Company by act before L.
280 Herman, notary, dated 30th May, 1844.

Two lots of ground, No. 20 and 21 on a plan drawn by Jos. Pilie, city surveyor, dated 31st December, 1833, annexed to an act of even date in the office of Wm. Christy, notary; said lots measure each 24 feet 2 inches 3 lines front on Levee street, and 24 feet 5 inches 2 lines front on Clinton street; lot No 20 measures 87 feet 3 inches 6 lines on the lower side running through from one to the other of said streets, and 90 feet 10 inches and 3 lines on the upper side line dividing it from lot No. 21, running through from one to the other of said streets; No. 21 measures 94 feet 5 inches on the upper side line, and also running through from one of said streets to the other, all American measure. Acquired from the United States of America, by act before said Wm. Christy, notary, dated 29th January, 1834, as follows, viz: The undivided two-thirds by John Slidell and the undivided one-third by Richard O. Pritchard, and by act before Felix Grima, notary, dated 28th
281 May, 1836, the said R. C. Pritchard sold unto the said John Slidell his undivided one-third part of the said lots Nos. 20 and 21.

A lot of ground on the northeast part of Custom house street, between Chartres and Levee streets, measuring 29 feet 1 inch and upwards front on Custom-house street by 100 feet deep, bounded on one side by the property of J. R. Wolfe and on the other side by that of Wm. Rouzan. Acquired by John Slidell the undivided two-thirds and by H. Elkins the undivided one-third from J. D. Beers by act before Wm. Christy, notary, dated 4th June, 1831; and by act before said Wm. Christy, dated 27th Feb'uary, 1832, the said H. Elkins sold to the said John Slidell his undivided one-third part of the above-described property.

One lot of ground designated by No. 5 on a plan drawn by J. Pilie, surveyor, dated 4th April, 1834, annexed to sale before B. W. Miller, notary, dated 23d April, 1834. Said lot measures 22 feet front on
282 Royal street by *by* 95 feet 4 inches 4 lines between parallel lines, American measure. Acquired from Mathew Morgan, R. O. Pritchard, and James W. Zacharie.

Three lots of ground situate in the Faubourg Lafayette and designated by the Nos. 5 & 6 and 7 in square No. 10 on the original plan of said suburb, drawn by Jos. Pilie, city surveyor, on the 2d March, 1824, and deposited in the office of C. Pollock, notary, and measuring, viz: Lot No. 5, 59 feet 9 inches front on Josephine street by 120 feet deep; lot No. 6, 60 feet front on Josephine street by 120 feet deep, bounded above by lot No. 5 and below by lot No. 7; and lot No. 7, 50 feet front on Josephine street by 120 feet deep and front on Jersey street, all French measure. Acquired from Richard M. Carter by act before H. B. Cenas, notary, dated 5th Feb'uary, 1835.

Two lots of ground, situate in the square bounded by Camp, Magazine, Gravier, and Natchez streets, designated by the Nos. 8 & 9
283 on a plan drawn by C. F. Zimple, on the 21st January, 1835, and measure, viz: Lot No. 8 measures 21 feet 2 inches front on Camp streets by 70 feet 11 inches deep on the side line next to lot No. 7, and 70 feet 10 inches deep on the side line dividing it from lot No. 9; and lot No 9 measures 21 feet 8 inches front on Camp street and 70 feet 9 inches on the side line of lot No. 10, all American measure. Acquired from Charles A. Jacobs and Samuel Elkins by act before Wm. Christy, notary, dated 4th Feb'uary, 1835.

A portion of ground No. 69, forming part of the square bounded by Rocheblave, Venus, and Dorgenois streets and the turnpike road; said portion divided into 10 lots, No. 1 to 10.

A portion of ground No. 70, forming part of square bounded by Rocheblave, Euphrosine, Dorgenois, and Venus streets; said portion divided into 12 lots, No. 1 to 12.

A portion of ground, No. 71, having the form of a triangle,
284 forming part of the square bounded by Rocheblave, Calliope and Dorgenois and Euphrosine streets; said portion measuring 93 feet 9 inches 5 lines front on Euphrosine street, 202 feet 11 inches 2 lines front on Dorgenois street, and 223 feet 6 inches 6 lines in the rear.

A portion of ground composed of lot No. 6 and part of lot No. 5 in the parcel of land No. 74; No. 6 being of a triangular form and having 223 feet 7 inches on Clio street, 234 feet 4 inches and six lines on the line of the faubourg Lafayette, and 71 feet 2 inches 7 lines on other side line; and that part of lot No. 5 which adjoins lot No. 6 measures 32 feet front on Clio street and 71 feet 2 inches 7 lines deep, the line closing in the rear, said parcel of ground being of a triangular form.

The entire lots, Nos. 11 to 33, inclusive, and the rear part of lots numbered from 3 to 10, inclusive, and the No. 34 of square 75, bound-
285 ed by Dorgenois, Broad, Clio, and Calliope streets, this portion of the square purchased by Slidell being divided by a line which seperates the same from the front part of the other lots in the same square purchased by Emile La Sere.

The square No. 76, bounded by Dorgenois, Calliope, Broad, and Euphrosine streets, divided into 34 lots, No. 1 to 34.

The square No. 77, bounded by Dorgenois, Euphrosine, Broad, and Venus streets, divided into 34 lots, numbered 1 to 34.

The square No. 76, bounded by Broad, Venus, and Sixth streets, and the turnpike road, divided into 34 lots, numbered 1 to 34.

The square No. 80, bounded by Broad, Euphrosine, Venus & Sixth streets, containing 38 lots, Nos. 1 to 38.

The square No. 81, bounded by Broad, Calliope, Sixth, and Euphrosine streets containing 38 lots, Nos. 1 to 38.

A portion of ground No. 82, bounded by Calliope, Broad, and
286 Sixth streets and the line of the suburb Lafayette, containing 23 lots, Nos. 1 to 23.

A portion of ground No. 83, bounded by Calliope, Sixth, and Fifth streets, and the line of the suburb Lafayette, containing 5 lots, Nos. 1 to 5.

The square No. 84, bounded by Sixth, Calliope, Fifth, and Euphrosine streets, containing 22 lots, Nos. 1 to 22.

The square No. 85, bounded by Sixth, Fifth, Euphrosine, and Venus streets, containing 22 lots, Nos. 1 to 22.

The square No. 86, bounded by Sixth, Venus, Fifth streets, and the turnpike road, containing 22 lots, Nos. 1 to 22.

The square No. 87, bounded by Fifth, Venus, Fourth streets, and the turnpike road, containing 22 lots, Nos. 1 to 22.

The square No. 88, bounded by Fifth, Euphrosine, Fourth, and Venus streets, containing 22 lots, Nos. 1 to 22.

The square No. 89, bounded by Fifth, Euphrosine, and Fourth streets on three sides, and on the fourth side or line, which is irregular,
287 partly by Calliope street and partly by the line of faubourg Lafayette, which square contains 22 lots, Nos. 1 to 22.

A triangular portion of ground, designated by the No. 90, bounded by Calliope street, Fifth street, and the line of faubourg Lafayette.

A portion of ground, No. 91, bounded by Fourth, Euphrosine, and Van Buren streets, and the line of the faubourg Lafayette, containing 15 lots, Nos. 1 to 15.

The square No. 92, bounded by Fourth, Euphrosine, Van Buren, and Venus streets, containing 22 lots, Nos. 1 to 22.

The square No. 93, bounded by Fourth, Venus, Van Buren, and Aglae streets, containing 22 lots, Nos. 1 to 22.

A portion of ground No. 94, bounded by Fourth, Aglae, and Van Buren streets, and the turnpike road, containing 2 lots, Nos. 1 to 2.

A portion of ground, No. 95, bounded by Van Buren, Aglae, and
288 Third streets and the turnpike road containing 2 lots, Nos. 1 and 2.

The square No. 96, bounded by Venus, Van Buren, Third, and Aglae streets, containing 20 lots, Nos. 1 to 20.

The square No. 97, bounded by Van Buren, Euphrosine, Third, and Venus streets, containing 20 lots, Nos. 1 to 20.

A portion of ground, No. 98, bounded by Van Buren, Euphrosine, Third, and Venus streets, containing 9 lots, Nos. 1 to 9.

A portion of ground, No. 99, bounded by Van Buren, Euphrosine, and Third streets, and the line of the faubourg Lafayette.

The square No. 100, bounded by Third, Euphrosine, Venus, and Second streets, containing 24 lots, Nos. 1 to 24.

The square No. 101, bounded by Third, Venus, Second, and Aglae streets, containing 24 lots, Nos. 1 to 24.

A portion of ground, No. 102, bounded by Third, Aglae, Second streets, and the turnpike road, containing 10 lots, Nos. 1 to 10.

289 A portion of ground, No. 103, bounded by Second and Aglae

streets, St. John avenue, and the turnpike road, containing 10 lots Nos. 1 to 10.

The square No. 104, bounded by Aglae, Second, and Venus streets and St. John avenue, containing 24 lots, Nos. 1 to 24.

A portion of ground, No. 105, bounded by Second and Venus streets, St. John avenue and Euphrosine street, partly by the line of the faubourg Lafayette and partly by the line dividing it from other property; said portion being divided into 20 lots, Nos. 1 to 20.

A portion of ground, No. 106, bounded by St. John avenue, Venus, and Violet streets, containing 2 lots, Nos. 1 and 2.

The square No. 107, bounded by St. John avenue, Aglae, Violet, and Venus streets, containing 2 lots, Nos. 1 and 2.

The square No. 108, bounded by St. John avenue, Aglae, and Violet street, and the turnpike road, containing 15 lots, Nos. 1 to 15.

290 A portion of ground, No. 109, bounded by Violet, Venus, Lemon streets and the turnpike road, containing 18 lots, Nos. 1 to 18.

The square No. 110, bounded by Violet, Venus, Lemon, and Aglae streets, containing 22 lots, Nos. 1 to 22.

A portion of ground of a triangular form, No. 111, bounded by Venus and Violet streets and the adjoining property.

A portion of ground, No. 112, bounded by Aglae, Lemon, Mulberry, and partly by the line of property belonging to D. Wadden, and partly by other property adjoining; said portion contains 14 lots, Nos. 1 to 14.

A small portion of ground of a triangular form, designated by the No. 115, bounded by Aglae and Mulberry and the property of D. F. Wadden. The whole according to a plan drawn by J. Pilie, dated 20th July, 1840, and deposited in the office of A. Mazureau, notary, in this city, and were acquired from John M. Hall by act before said Mazureau, dated 8th August, 1843.

291 A piece of ground lying on the batture in front of the faubourg St. Mary, designated by the No. 9 on a plan of said lot and other made by Jos. Pilie, city surveyor, dated 12th January, 1823, annexed to an act of deposit made by W. & J. Montgomery and others before G. R. Stringer, notary, dated 7th February, 1826, having 40 feet on the south side of the continuation of Delord street, which extends from Thoupitoulas to New Levee street, 42 feet 4 inches in the rear, where it is bounded by the dividing line of the suburbs St. Mary and Delord, measuring on the eastern side, where it is bounded by lot No. 8, 137 feet on the next side on which it is bounded by the lot No. 10, 133 feet 9 inches. Acquired from Samuel Kohn by act before H. K. Gordon, notary, dated 23d January, 1828.

Five lots of ground situate on the batture in front of suburb St. Mary, designated by the Nos. 55, 56, 57, 58, & 60, on an original
292 plan made by Jos. Pilie in the month of May, 1826, in the office of C. Pollock, notary. Said lots having, English measure, viz: Nos. 55 and 58, each *each* 21 feet 8 inches on South Market street by 58 feet 1 inch deep; No. 56 and 57, each 21 feet 8 inches front on Delord street by 58 feet 1 inch deep; and No. 60, 24 feet front on the line of Levee street and extending in depth 65 feet 10 inches on the upper line, the latteral lines running parallel, and having 23 feet 2 inches width in the rear, where it is bounded by lot No. 58. Acquired by act before C. Pollock, notary, dated 8th April, 1826.

A lot of ground situate on the batture in front of the suburb St. Mary, in the square bounded by South Market, Delord, Levee, and Thoupitoulas streets, designated by the No. 59 on a plan made by Jos. Pilie in May, 1826, and deposited in the office of C. Pollock, notary, on

the 3d June, 1828, and having, English measure, 24 feet 2 inches front on Levee street, 52 feet 11 inches deep on South Market street,
293 59 feet 5 inches deep on the upper side, where it is bounded by the line dividing it from the lot No. 60, and 23 feet 4 inches width in the rear, where it is bounded by the line of the lot No. 58. Acquired by act before C. Pollock, notary, dated 26th May, 1836.

A lot of ground situated in the suburb St. Mary, designated by the No. 2 on a plan annexed to an act passed before A. Mazureau, notary, dated 9th June, 1836; said lot measures 22 feet 3 inches front on Delord street, between New Levee and Thoupitoulas streets, by 58 feet 1 inch deep between parallel lines, American measure. Acquired by act before F. Grima, notary, dated 11th May, 1842.

Twelve lots of ground situated in the square bounded by Philippa, Hevia, Baronne, and Poydras streets, designated by Nos. 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, & 30 on a plan marked A, drawn by Jos. Pilie, dated 24th Feb'uary, 1832, and annexed to an act before F. De
294 Armas, notary, dated 10th March, 1832.

Square No. 10, bounded by Cortez, Gravier, St. John, and Julia streets, containing 23 lots, No. 1 to 23, according to a plan drawn by Louis Surgi, surveyor, dated 25th April, 1849, and deposited in the office of O. H. Perry, notary, dated 8th May, 1850.

The square No. 12, bounded by Lopez, Cortez, Salcedo streets and Carondelet walk or canal, containing 6 lots, Nos. 1 to 6.

The square No. 14, containing 24 lots, Nos. 1 to 24, bounded by Salcedo, Jackson, Gayoso, and Canal streets, constituting the whole of said square with the exception of that fractional triangle lying at the corner of Salcedo and Jackson streets.

The square No. 15, bounded by Salcedo, Custom-house, Gayoso, and Canal streets, containing 24 lots, No. 1 to 24.

The square No. 16, bounded by Salcedo, Custom-house, Bienville, and Gayoso streets, containing 20 lots, Nos. 1 to 20.

The square No. 29, bounded by Dupré, White, Jackson, and
295 Canal streets, containing 24 lots, Nos. 1 to 24.

Thirteen lots, Nos. 1 to 13, in square No. 44, bounded by Dorgenois, Jackson, Broad, and Canal streets; said lots measuring, viz, 1, 6, 7, 8, 9, 10, 11, 12, & 13, each 35 feet 6 inches 3 lines front on Broad street by 110 feet between parallel lines; Nos. 2 and 3 each 30 feet front on Canal street by 159 feet 10 inches 3 lines deep; No. 4 has 65 feet 8 inches 7 lines front on Canal street by 159 feet 10 inches 3 lines deep on the line of lot No. 3, and 109 feet 6 inches 2½ lines deep on the line of lot No. 5; has 8 feet 3 lines on Jackson street by 159 feet 10 inches 3 lines on the side of Nos. 6, 7, 8, and 9, & 189 feet 6 inches 2½ lines on the other line, and 71 feet 10 inches 5 lines on the rear line, as per plan drawn by L. Surgi, surveyor, dated 31st December, 1849, and deposited in the office of O. H. Perry, notary.

Square No. 21, bounded by Gayoso, Jackson, Dupré, & Canal
296 streets, containing 24 lots as per above-mentioned plan, together with all the improvements, buildings, rights, privileges, appurtenances, and other hereditaments to the same belonging or in any wise appertaining, and all the right, title, and interest therein.

TERMS.—Cash, at the time of adjudication, in United States notes.

United States marshal's office, New Orleans, 28th day of March, 1865.

(Signed) CUTHBERT BULLITT,
United States Marshal.

Certificate of recorder of mortgages.

OFFICE OF MORTGAGES.

The undersigned, recorder of mortgages for the parish of Orleans, city of New Orleans, State of Louisiana, certifies that in the records in his office there are no other mortgages standing in the name of John Slidell, and recorded against the property described in the printed slips hereto annexed than the following, to wit:

297 1st. (Book 27, F. 69.) The one he and R. O. Prichard, the former for one-third and the latter for two-thirds, granted in favor of the United States of America, their vendors, as per act before W'm Christy, notary, the 29th January, 1834, on the two lots, Nos. 20 and 21, forming the corner of Levee and Clinton streets, to secure $24,500, reduced by payment of $10,681$\frac{38}{100}$.

(B. 55, F. 55.) And re-inscribed the 11th of April, 1849.

2d. (B. 30, F. 358.) The one he granted on the lot of ground on the northeast part of Custom-house street, between Chartres and Levee streets, in favor of Marie Mathilde Dolhonde, his wife, per act before T. Leblanc, judge and ex-officio notary of the parish of St. John the Baptist, the 19th November, 1835, to secure payment of $6,000, being the amount of the dowery of his said wife, and of which he has taken charge.

298 3d. (B. 32, F. 141.) The one he granted on the remaining third part of the lots Nos. 20 and 21 firstly referred to in favor of R. O. Pritchard, his vendor, before F. Grima, notary, 28th May, 1836, in the reversion he took up to $9,636$\frac{50}{100}$ of the said mortgage first referred to.

4th. (B. 34, F. 543.) The one he, together with James P. Freret, granted in favor of their vendor, Tho's Banks, as per act before F. Grima, notary, on the 24th December, 1836, on the 12 lots of ground in the square bounded by Philippa, Hevia, Baronne, and Poydras street, to secure $50,000 and interests.

Cancelled.

5°. (B. 36, F. 28.) The one he granted in favor of Denis Prieur, mayor of the city, as per act before Felix de Armas, notary, on the 26 January, 1837, and bearing on lots Nos. 20 and 21 herein firstly recited, and to secure $19,665$\frac{30}{100}$ capital and interest on each of said lots.

5°. (B. 4, F. 557.) The one he, together with Henry R. Denis, granted in favor of the Bank of Louisiana by act before W'm Christy,

299 notary, the *the* 4th March, 1839, on the lot 4, having 20 feet 10 inches front on St. Charles street, to secure payment of $11,000.

6th. (B. 40, F. 557.) The one he granted by act before said notary, Christy, as per act of same date and year, in favor of said bank, on the lot No. 3, having likewise 20 10 on St. Charles street, to secure $11,000.

7th. (Book 40, F, 609.) The one he granted on the said lot No. 3, in favor of R. O. Pritchard, per act before F. Grima, notary, the 9th March, 1839, to secure $5,500, with eventual interest at 10 %.

8th. (B. 40, F. 610.) The one he, together with said DeLis, granted on the said lot No. 4, in favor of said Pritchard, acting as syndic of his creditors in this and the preceding act before said Grima, on the 9th March, 1839, to secure $6,100, reduced by payment of $3,050, with eventual interest @ 10 %.

300 9th. (B. 45, F. 372.) The one he granted on the lot of ground No. 5 Royal, between Conti and Bienville street, *streets*, per act before Charles Boudousquié, notary, the 10th June, 1842, in favor of the Citizens' Bank of Louisiana, to secure, 1st, the sum of $15,000, being the amount of 150 shares in the capital stock of said bank; 2d, the loan

raised or to be raised to form the capital stock of said bank; 3d. All eventual interests at 10 % per annum.

10th. (B. 46, F. 396.) The one he granted in favor of the said Citizens' Bank on lot No. 22, in square bounded by Philippa, Hevia, Baronne, and Poydras streets, as per act before Cha's Boudousquié, notary, the 24th October, 1842, to secure, 1st, the sum of $2,100, being the
Out. amount of 21 shares in the capital stock of said bank; 2d, the loan interest to be raised to form the capital of said bank; 3d, and the eventual interest at 10 % per annum.

(B. 55, F. 56.) The mortgage 6th related.

301 (B. 36, F. 28.) Is re inscribed under date of the 11th April, 1849.

11th. (B. 57, F. 116.) The one he granted in favor of the New Orleans and Canal Banking Company, his vendors, as per act before O. H. Perry, notary, the 8th May, 1850, on squares Nos. 10, 12, 14, 15, 16, 29; & 13 lots in square No. 44, to secure $4,094 $\frac{88}{100}$, interests and costs.

12th. (B. 66, F. 454.) The one he granted on the lot No. 5, fronting on Royal street, between Conti & Bienville streets, in favor of the Citizens' Bank of Louisiana, as per act before A. Boudousquié, notary, dated the 17th May, 1855, to secure the payment, 1st, $2,100, amount of 21 shares of said bank, now reduced to 18 shares; 2d, for all loans which he may hereafter obtain on said shares, with eventual interest at 10 % per annum; and, 3d, the sum of $42, amount of a contribution-bond, with 8 % eventual interest.

13th. (B. 73, F. 655.) The one he granted by act before A.
302 Boudousquié, notary, the 7th July, 1859, in favor of the aforesaid bank, to secure $4,617, amount of a stock-note bearing on the said lot No. 5, fronting on Royal street, together with 10 % eventual interest.

14th. (B. 78, F. 259.) The one granted by Thomas Allen Clarke, acting as his agent, in favor of the aforesaid bank, by act before A. Boudousquié, notary, the 2d May, 1862, on the lots Nos. 3, 4, 5, & 6, fronting on St. Charles street; the lots Nos. 3 & 4, and the lots Nos. 5 & 6, fronting on Common street, to secure to said bank the payment of one hundred thousand francs, the amount of a letter of credit furnished by said bank to said Slidell upon Marcuard & Co., of Paris.

15th. (B. 78, F. 358.) The one he granted on a lot of ground on Custom-house street, between Chartres and Levee streets; a lot of ground on Royal street; the two lots of ground on Levee street, between Custom-house and Bienville streets; the two lots on Camp, between Gravier and Natchez streets; two lots on Common, between
303 St. Charles and Camp streets; two lots on St. Charles, between Gravier and Common streets, on the portion of ground having 48 feet on New Levee, between Louisa & Delord streets; two lots on Baronne, between Poydras & Hevia streets; two lots on Hevia, between Baronne and Philippa; a lot, having 21 feet on Poydras, between Philippa & Circus streets; a lot making the corner of Jersey and Josephine streets, 180 by 120, and squares 740, 581, 608, 631, 632, 114, 115, & 118; and a portion of ground of 92 acres divided in squares and lots bearing the Nos. 69, 70, 71, 74, 75, 76, 77, & 79, to 115 inclusive; the whole forming 46 squares and 738 lots, comprised between Le Chemin Coquillé, Dorgenois, and the lines of Lafayette, or Carolton, in favor of Frederic Adolphe Marcuard, per act under private signature dated at Paris the 4th of June, and legalized by the Compte Mejan, French consul in this city, the 14th July, 1862, and recorded the same day to secure the payment of 250,000 francs, interest, &c.

304 (B. 78, F. 380.) And re-inscribed under date of the 29th July 1862.

(B. 78, F. 387.) And re-inscribed under date of the 9th of August, 1862.

16th. (B. P. 1, F. 284.) The privilege in favor of F. Marquez, amounting to 904 $\frac{09}{100}$, for shelling in front of property on Canal, between Broad and Dorgenois streets, dated the 3d December, 1857, and recorded January 23, 1858.

17th. (B. P. 1, F. 380.) The privilege in favor of C. Connell, amounting to $895 $\frac{93}{100}$, for square-block paving in front of his property on South Market street, between New Levee and Thoupitoulas streets, dated 7th May, 1861, and recorded 22d July, 1861.

18th. (B. L. M. 1, F. 374.) The lease granted in favor of Charles Ferdon of the property fronting the corner of Jersey and Josephine streets, for ten years, as per act passed before L. Hermann, notary, dated 10th Dec., 1847.

19th. (B. L. M. 4, F. 3.) The one he granted in favor of François Xavier Massen, and Bernard Hafhischield, and Gabriel Rumpher,
305 on 3 lots in faubourg Lafayette, designated by the Nos. 5, 6, and 7, as per act before J. R. Borgstede, notary, on the 27th November, 1852, to secure, 1st, $16,356, and, 2d, $16.321-$\frac{03}{100}$, with 10 % interest.

20th. (B. L. P. 1, F. 12.) The privilege in favor of the city of Lafayette for $26.00, on lots 5, 6, and 7, dated March 16th, 1844.

21*th*. (B. L. P. 1, F. 2.) The privilege in favor of the same city for $10, on lot No. 12, dated March 16th, 1844.

22d. (B. D. 4, F. 116.) The general one in favor of Marie Mathilde Deslondes, his wife, resulting from the marriage-contract, executed before T. Leblanc, judge and ex-officio notary public for the parish of St. John the Baptiste, dated 19th November, 1835, and recorded 25th November, 1835.

23d. (B. J. Q. 9, F. 179.) The general one in favor of the city of New Orleans, resulting from a judgment rendered by the 2d justice court on the 15th August, 1856 for $8-$\frac{20}{100}$, interest and costs.

24th. (B. B. J., F. 571.) The privilege in favor of the N. O.
306 Draining Company, lying on the property situate in its respective limits.

25th. (B. P., F. 370.) The privilege in favor of the first draining company lying on the property situate in its respective limits.

26th. (B. P. 1, F. 391.) The privilege in favor of the first draining district lying on the property situate in its respective limits.

New Orleans, May 18th, 1865.

(Signed) J. W. MADDEN,
Recorder.

Copy of act under private signature as recorder in the mortgage office, in book 78, folio 380.

JULY 29, 1862.

(B. 78, F. 380.) Par acte sous seing privée, daté à Paris le 4 juin 1862, dûment légalisé par le comte de Mejan, consul de France en la ville de la Nouvelle-Orléans, le 14 juillet 1862, John Slidell a hypothéqué, en faveur de Adolphe Frédéric Marcuard les propriétés
307 situées dans la ville de la Nouvelle-Orléans :

1°. Un magasin, situè rue de la Douane, entre les rues de la Levée et Chartres, ayant 29 pieds mesure française.

2°. Une maison, rue Royale, entre Conti et Bienville, ayant environ 35 pieds mesure locale de face à la rue Royale sur 80 pieds de profondeur.

3°. Deux magasins, rue de la Levée, entre Douane et Bienville, ayant chacun 24 pieds 8 pouces de face et courant à la rue Clinton.

4°. Deux terrains, 50 & 52, rue de Camp, entre Gravier & Natchez, ayant chacun 21 pieds de face sur 71 de profondeur.

5°. Deux magasins, rue de la Commune, entre St. Charles et Camp, ayant chacun 22 pieds de face sur 111 de profondeur.

6°. Deux magasins, 34 & 36, rue St. Charles, entre Gravier et Commune, ayant chacun 21 pieds de face à la rue St. Charles sur 60 de profondeur.

308 7°. Quatre magasins, à l'encoignure des rues du Marché et de la Nouvelle-Levée, ayant ensemble 48 pieds sur la Nouvelle-Levée sur 110 de profondeur sur la rue du Marché.

8°. Deux terrains, vides sur la rue de la Nouvelle-Levée, entre Louise et Delord, ayant ensemble 50 pieds de face sur 87 de profondeur.

9°. Deux terrains vides, ayant chacun 27 pieds de face à la rue Baronne, entre Poydras et Hevia, sur 107 de profondeur, plus deux terrains vides, situés sur la rue Hevia, entre Baronne et Philippa, ayant chacun 27 pieds de face sur 108 de profondeur.

10°. Une maison, sur la rue Foucher, ayant 21 pieds de face sur 106 de profondeur.

11°. Une maison, rue Poydras, entre Philippa et Cirque, ayant 40 pieds de face sur 80 de profondeur.

12°. Une proprieté faisant l'encoignure des rues Jersey et Jose-
309 phine, ayant 180 pieds de face à la rue Josephine et 120 pieds sur la rue Jersey, mesure française.

13°. L'ilet No. 740, borné par les rues Cortes, Scott, Gravier, et Nouveau-Canal.

Un square 581, borné par les rues Canal, Gasquet, Dorgenois, et Broaden.

Un square No. 608, borné par les rues Canal, Gasquet, Dupré, & White.

Un square 631, borné par les rues Canal, Gasquet, Dupré, & Gayoso.

Un square 632, borné par les rues Canal, Gasquet, Gayoso, & Salcedo.

Un square 114, borné par les rues Canal, Salcedo, Douane, et Gayoso.

Un square 115, borné par les rues Douane, Salcedo, Bienville, & Gayoso.

Un square 118, borné par les rues Conti, Lopez, Canal, Carondelet, et Saledo.

14°. Une terre de 92 acres divisée en terrains portant les Nos. 67, 70, 71, 74, 75, 76, 77, & 79 à 115 inclusivement, et le tout formant 46
310 squares et 738 terrains, compris entre le chemin coquillé, la rue Dorgenois, les lignes de Lafayette et de Carrolton.

Rien dit du certificat.

Pour sureté du paiement d'une somme de $250,000 francs, que le dit Slidell s'oblige à rembourser à Mr. Marcuard, dans le délai d'un an à compter du 4 juin 1862, avec intérêts à 5 % l'an payables par semestre le 1er janvier et juillet de chaque année et payable en principal et intérêts à Paris, frais, charges, etc., et en cas de poursuites judiciaries à la Louisiane les intêrêts seront de 8 % l'an, à compter du dit 4 juin 1862. Jusqu à parfait paiement.

New Orléans, le 29 juillet 1862.

(Signed) ALFRED SHAW,
D'y Recorder.

I, the undersigned, recorder of mortgages for the parish of Orleans,

city of New Orleans, State of Louisiana, certify that the above is
311 a true copy from Record B. 78, Fo. 380, in my office.
New Orleans, March 27th, 1865.
(Signed) J. W. MADDEN,
Recorder.

Copy of an act under private signature, as recorded in the mortgage office on 9th August, 1862, in Book 78, Fo. 387.

By act under private signature, passed at Paris, in France, on the 4th day of June, 1862, between John Slidell and Fred Adolphe Marcuard, deposited in the office of Michael Hahn, notary, in this city, per act dated 4th August, 1862, John Slidell has mortgaged in favor of Frederic Adolphe Marcuard, as per said act under private signature in the French language, the following property, to wit, which reads as follows, viz:

1°. Un magasin, situé rue de la Douane, entre les rues de la Levée et Chartres, occupé par Messrs. Gratiat & Co., ayant 29 pieds
312 ancienne mesure française, et dont le loyer est de $15.00 par an.

2°. Une maison, rue Royale, entre Conti & Bienville, occupée par Mr. Runkel, ayant à peu pres 25 pieds mesure locale de façade sur la rue Royale sur 80 pieds de profondeur, son loyer est de $1,500 par an.

3°. Deux magasins, rue de la Levée, entre la Douane et Bienville, ayant chacun 24 pieds 5 pouces de façade et courant à la rue Clinton. Les dits magasins sont occupés par Plassan & Comp., moyennant un loyer de $3,000 par an.

4°. Deux terrains, 50 & 52, rue du Camp, entre Gravier & Natchez, ayant chacun 21 pieds de face sur 71 de profondeur, occupés par la banque des Negociants, moyennant un loyer annuel de $2,800, et l'obligation par le locataire de supporter seul toute contribution.

5°. Deux magasins, rue de la Commune, entre St. Charles et Camp, ayant chacun 22 pieds 6 pouces de face sur 111 pieds de pro-
313 fondeur, loués à Messrs. Pino & Lévèque, moyennant *moyennant* $4,000 par an.

6°. Deux magasins, 34 & 36, rue St. Charles, entre Gravier et Commune, ayant chacun 21 pieds de face sur la rue St. Charles, sur 60 pieds de profondeur loués à Mr. J. Moreau, moyennant un loyer annuel de $5,000.

7°. Quatre magasins, à l'encoignure de la rue du Marché et de la Nouvelle-Levée, ayant ensemble 48 pieds sur la Nouvelle-Levée sur 110 de profondeur sur la rue Marché, loués à plusieurs, moyennant $1,800 par an.

8°. Deux terrains vides, sur la rue de la Nouvelle-Levée, entre Louise et Delord, ayant ensemble 50 pieds de face sur 87 de profondeur, loués à Filkers, moyennant $1,500 par an.

9°. Deux terrains vides, ayant chacun 27 pieds de face sur la rue Baronne, entre Poydras & Hevia, sur 107 pieds de profondeur, plus deux terrains vides, sur la rue Hevia, entre Barronne et Philippa, ayant chacun 27 pieds de face sur 108 pieds de profondeur, le tout loué
314 à Mr. D. H. Fowler, moyennant $600 par an et à la charge par le locataire de payer toutes les contributions.

10°. Une maison, sur la rue Foucher, ayant 21 pieds de façade sur 110 de profondeur, loué à Mr. Prayal, moyennant $420 par an.

11°. Une maison, rue Poydras, entre Philippa et Cirque, ayant 40 pieds de face, sur 80 de profondeur, louée à Mr. J. McCrea, moyennant $600 par an.

12°. Une proprieté faisant l'encoignure des rues Jersey et Josephine, ayant 180 pieds sur la rue Josephine, et 120 pieds sur la rue Jersey, mesure française. Il existe sur cette properté plusieurs petites maisons en bois, le tout loué à Mr. Clarens, moyennant $900 par an.

13°. Un square 740, borné par les rues Cortez, Scott, Gravier, et Nouveau-Canal.

Un square 581, borné par les rues Canal, Gasquet, Dorgenois, et Broad.

315 Un square borné par les rues Canal, Gasquet, Dupré, et White, No. 608.

Un square 631, borné par les rues Canal, Gasquet, Dupré, & Gayoso.

Un square 632, borné par les rues Canal, Gasquet, Gayoso, et Salcedo.

Un square 114, borné par les rues Canal, Salcedo, Douane, & Gayoso.

Un square 115, borné par les rues Douane, Salcedo, Bienville, & Gayoso.

Un square 118, borné par les rues Conti, Lopey, Canal, Carondelet, & Salcedo.

14°. Une terre de 92 acres, achetée par acte devant A. Mazureau, notaire, le 28 août 1843, divisée en squares et terrains portant les Nos. 69, 70, 71, 74, 75, 76, 77, & 79 à 115 inclusivement, le tout formant 46 squares et 738 terrains, compris entre le chemin coquillé, les rues Dorgenois, et les lignes de Lafayette et de Carrolton.

Nothing said about the certificate to secure the payment of 250,000 francs, which the said Slidell binds himself to re-imburse to the
316 said Marcuard in one year from the 4th June, 1862, with interest at 5 % per annum, payable semi-yearly, on the 1st January and 1st July of each year, and payable in principal and interest at Paris, costs, charges, &c.; and in case of judicial proceedings in Louisiana the interest will be at 8 % per annum from said 4th June, 1862, until final payment.

New Orleans, August 9th, 1862.

(Signed) ALFRED SHAW,
Recorder.

I, the undersigned, recorder of mortgages for the parish of Orleans, city of New Orleans, State of Louisiana, certify that the above is a true copy from record B. 78, Fo. 387, in my office.

New Orleans, March 27th, 1865.

(Signed) J. W. MADDEN,
[SEAL.] *Recorder.*

Order—Cause fixed.

UNITED STATES
vs.
844 LOTS AND 10 SQUARES OF GROUND, PROPERTY of John Slidell. } No. 7686.

317 On motion of H. F. Deblieux, esq., and with the consent of the district attorney, ordered, that the interventions in this case be fixed for trial on Friday, 31st instant, at 11 a. m., and that the intervenors be notified thereof. Extract from the minutes of 29th March, 1865.

Supplemental petition of Citizens' Bank, filed 30th March, 1865.

UNITED STATES
vs.
PROPERTY OF JOHN SLIDELL. } No. 7686.

In the district court of the United States, New Orleans.

To the honorable the judge of the district court of the United States for the eastern district of Louisiana:

The amended and supplemental petition of intervention and claim of the Citizens' Bank of Louisiana respectfully shows that the directors of this intervenor and claimant, said Citizens' Bank, are loyal citi-
318 zens. Further, that since the filing of their claim on the mortgage for Citizens' Bank stock and stock-loan, on the property described in the intervention, this intervenor and claimant has paid, under the stipulations of the mortgage acts filed, the sum of $146 for premium of insurance, which sum is also secured by said mortgage, as shown by 3 receipts annexed, marked K. L. M.

Wherefore intervenor and claimant pray that the said sum be allowed them in the judgment to be rendered in favor of said Citizens' Bank in the premises, and as in duty, &c.

(Signed) H. F. DEBLIEUX.
Proctor Interv'r.

Order.

Let this be filed. March 30th, 1865.
(Signed) E. H. DURELL, *Judge.*

Document K.—Referred to in supplemental petition.

319 *Mr. John Slidell to N. O. Mutual Insurance Company of New Orleans.*

For premium during December, 1864, under special fire policy, No. 9102	$30.00
Less 15 per cent. discount	4.50
	$25.50

New Orleans, 22d Dec., 1864.
Received payment of Citizens' Bank less 15½ per cent., $25.50.
(Signed) JAMES CHALARON, JR.

Document L.—Referred to in supplemental petition.

Mr. John Slidell to N. O. Mutual Insurance Co. of New Orleans.

For premiums during Dec., 1862, under special fire policy 5361, $90.00.
N. O., April 1st, 1863.
Received payment from Citizens' Bank of Louisiana,
N. O. M. INS. COMP'Y.
(Signed) C. LAROQUE TURGEAN.

Document M.—Referred to in supplemental petition.

320 *Mr. John Slidell to N. O. Mutual Insurance Co. of New Orleans.*

For premiums during Dec., 1863, under special fire policy No. 5641, $30.00.

Received payment, with 25 cent. revenue stamp on the policy, from the Citizens' Bank of La.

(Signed) JAMES CHALARON, JR.

Testimony taken in open court, March 31st, 1865.

UNITED STATES
vs.
844 LOTS & 10 SQUARES OF GROUND, PROPERTY of John Slidell. } No. 7686.

E. ROUSSEAU, recalled for Marcuard, says:

I called upon Mr. T. A. Clarke, the agent of John Slidell, who I supposed had also received a letter from him.

Mr. Clarke delivered to me all the rent-notes and all the property mortgaged by Slidell to Marcuard, and a list of the tenants who
321 were in the habit of paying rent monthly or three-monthly, and had given no notes.

These papers were subsequently surrendered by me.

I will add that I collected some six or seven hundred dollars rent during the time I received the documents, and the 11th August, 1862.

I remitted the money so collected to Marcuard on 9th August, 1862. On the 11th August, 1862, there appeared in the papers an order of Major-General Butler. It was general order No. 51, I believe, confiscating John Slidell's property, and from that day I ceased collecting any rent.

On 20th January, 1863, I received an order from Capt. McClure, quartermaster, to deliver up to him all the rent-notes in my possession, as well as a list of the monthly rents due, which I did, and for which I hold his receipt.

I believe Mr. Marcuard to be a Swiss, altho' he has resided in
322 Paris for 45 or 50 years. He is an alien.

Cross-ex by dist. att'y:

Marcuard is a banker in the city of Paris. He is the head of the firm of Marcuard, André & Co. Don't know that he or his firm ever negotiated any confederate bonds.

I do not know from my own personal knowledge that these 240,000 francs have actually been paid, as I was in New Orleans and not in Paris at the time of the transaction.

I do not know that Slidell mortgaged other property, either to Marcuard & Co. or any one else.

Slidell was reputed as a man of great wealth. I have no idea of the amount of money he took with him to Paris.

Don't know that Marcuard was in the habit of loaning money upon foreign mortgages. I don't think it is usual for Parisian bankers to loan money on foreign property.

323 On claim of Citizens' Bank upon stock-note.

Intervenors offered in evidence stock-note A, act. B, acts C & D, and bills premium F, G, & H. These documents are already copied and will be found at pages 73, 74, 83, 98, 100.

On claim of Citizens' Bank for 100,000 francs.

E. ROUSSEAU, sworn for the bank, says:

Document marked 1 is copy of a letter written by me by order of the directors. I am the cashier of the bank.

Intervenors offered said document 1, also documents 2 & 3. Also document No. 4, which witness recognizes as a true copy from the record of the bank, showing the proceedings had on the 17th July, 1862, in relation to the transaction and the ratification of the same by Marcuard and Slidell; the signatures of the latter to the document being
324 proven by the witness, who is familiar with the same. Document 5 is a true statement of the amount paid by Marcuard. The bank offered said document, also documents 6 & 7, which Mr. Rousseau states corroborate the payments by Marcuard, and that they are press-copies of the original, and sent to the bank by Messrs. Marcuard & Co.; they mention the payments made by Marcuard to Slidell under the letter of credit from the bank. These documents were sent to us, as duplicates of the originals. The originals may have been sent to the bank, but they cannot be found. The signatures of Marcuard to the same are genuine.

The bank offered the oaths of allegiance of E. Rousseau, marked 8 & 9. Said documents are likewise offered on behalf of Marcuard.

The bank now offered the original receipts and original letter marked 10, 11, 12, 13, & 14, the same having now been found.

325 Doct. 1 bis is copied at page 96, doct. E.

Doct. 2 is copied at page 100, doct. G.

Document 3.—Power of attorney from John Slidell to T. A. Clarke and Thos. L. Bayne.

Know all men by these presents, that I, the undersigned, of the city and parish of New Orleans, do hereby appoint Thomas A. Clarke and Thomas L. Bayne my true and lawful attorney, for me and in my name and behalf, to transact the following concerns in and with the Citizens' Bank of Louisiana, viz: To vote for me and in my name at all meetings of the stockholders of the said institution, and draw checks in my name; to lodge promissory notes, bills of exchange, or other obligations for collection, and to withdraw the same at discretion; to borrow money and contract obligations with the said institution in my name, whether on promissory notes or obligations drawn by me or by my said
326 attorney in my name, or by other parties in my favor, or in favor of any person or persons, or on a pledge of the same, or of any other property to secure the payment thereof, without limits to the amount, and from time to time to sign for the renewal of any part re-loaned by the said institution; to receive and acknowledge notices of protest of, or waive the same, on all or any bills of exchange, drafts, or promissory notes, and finally empowering the institution as aforesaid to receive said attorney's signature for me on all bills of exchange, as drawer, endorser, or acceptor, and on all promissory notes or other obligations as maker or endorser; hereby binding myself, my heirs and assigns, to all the acts of my said attorney touching the premises, as fully as were I personally present or were the signature my own proper handwriting.

In witness whereof I have hereunto set my hand and seal.
327 Done at New Orleans, this 13th day of November, 1858.
(Signed) JOHN SLIDELL.
Witness:
EUGENE ROUSSEAU.
JAMES D. DENEGRE.

Document No. 4.—Resolution adopted by the president and directors of the Citizens' Bank. Ratified by Slidell & Marcuard.

In conformity to a resolution adopted by the board of directors of the Citizens' Bank of Louisiana, at New Orleans, State of Louisiana, at their sitting of 17th July, 1862, which resolution, as shown by a duly certified copy thereof transmitted to the undersigned, is in the words and figures following, to wit:

"Extract from the minutes of the Citizens' Bank, of her sitting of the 17th July, 1862.

328 "A mortgage having been executed by act of the 2d May last, by Tho's A. Clarke as attorney in fact of John Slidell, on four lots of ground and stores, situated in the squares bounded by St. Charles, Common, Camp, & Gravier streets, to secure the payments made or to be made by Ad. Marcuard & Co., of Paris, to said Slidell, under a letter of credit of this bank for 100,000 francs, dated 3d September, 1861, and Mr. Slidell having since borrowed of Mr. Fred. Adolphe Marcuard, as per act under private signature dated at Paris on 4th June last, a sum of 250,000 francs, in security of which loan he granted by said act first mortgage (the aforesaid mortgage in favor of this bank being then unknown to him) on sundry properties, situated in this city, valued therein at $297,500, among which are included the four stores above described—

"Mr. Thos' A. Clarke asked the bank, in order to secure to Mr. Marcuard the benefit of the first mortgage, as contracted by Mr.
329 Slidell, to yield priority of mortgage in favor of said Marcuard on the four stores above described.

"The bank considering that the property mortgaged to Mr. Marcuard far exceeds in value the amount by him loaned, leaving yet a very ample security to the bank, the above application was granted, on the express condition that in case of foreclosure and sale by said Marcuard of the property mortgaged to him under said act of 4th June last, he shall first exhaust his right of seizure and sale against the balance of the property mortgaged to him, and provided that this condition shall be approved by Mrs. Slidell & Marcuard."

A true copy.

We, the undersigned, Frederick Adolphe Marcuard, of Paris, France, and John Slidell, of New Orleans, Louisiana, now residing in Paris, being parties to the act under private signature of the 4th June
330 last, referred to in said resolution, hereby accept, ratify, and confirm the priority of mortgage yielded or to be yielded by said Citizens' Bank of Louisiana, in favor of said Marcuard, as related in the above resolution on the four lots of ground and stores therein described, belonging to said John Slidell, situated in the city of New Oreans, in the square bounded by St. Charles, Common, Camp, and Gravier streets, and in consideration of the priority of mortgage thus consented to by said bank, we hereby jointly and separately contract and agree, as required by said resolution, that in case of foreclosure and sale by Mr. Marcuard

of the property mortgaged to him under said act of 4th June last, as therein described and enumerated, he shall not foreclose on the four stores herein above described until he shall have exhausted his right of seizure and sale on the balance of the property mortgaged.

In testimony whereof we have hereunto signed our names in the city of Paris, France, this 27th day of November, 1862, in presence of the undersigned witnesses.

331 (Signed) JOHN SLIDELL.
" AD. MARCUARD.

Witness:
ALFRED ANDRE,
A. DE NEUFLEZE.

Document 5, (statement of amount due,) is copied at page 98, (doc't. F.)

Documents 6 & 7.

Press-copies are found at pages 98, 99. (Documents H & J.)

Document 8.—*Oath of E. Rousseau.*

CLERK'S OFFICE, UNITED STATES CIRCUIT COURT,
SIXTH CIRCUIT, EASTERN DISTRICT OF LOUISIANA,
New Orleans, March 30th, 1865.

This is to certify that Eugene Rousseau did, on the 24th day of March, 1865, take and subscribe the oath prescribed by the President's proclamation of December 8th, 1863, and that the same is registered in this office for permanent preservation bearing the No. 222.

[SEAL.] (Signed) F. B. VINOT, *D'y Clerk.*

332 *Document No.* 9.—*Oath of E. Rousseau.*

UNITED STATES OF AMERICA,
Department of the Gulf.

Provost court.

NEW ORLEANS, *Sept.* 23*d*, 1862.

Eugene Rousseau has taken and subscribed the oath required by General Order No. 41, for a citizen of the United States.

Witness:

(Signed) Lieut. Col. J. B. KINSMAN,
Provost Judge.
E. P. ANDREWS, *Clerk.*

I certify the above to be a true copy of the original filed in suit 7686, and withdrawn by Mr. Rousseau.

March 31st, 1865.

(Signed) K. LOEW, *D'y. Clerk.*

Document 10.

Original produced by B'k.

(Duplicate.)

333 Reçu de Messrs. Ad Marcuard & Co., la somme de soixante dix mille francs dont ils débiteront le compt de la banque des Citoyens de la Louisiane à la N'lle-Orléans.

Fait triple à Paris, le 13 may 1862 dont le présent est le duplicata.

Fs. 70,000.

(Signed) JOHN SLIDELL.

Document 11.

Original receipt produced by the bank.

(Duplicate.)

Reçu de Messrs. Ad. Marcuard & Co., la somme de dix mille francs, dont ils débiteront le compte de la banque des Citoyens de la Louisiane à la Nouvelle-Orléans.

Fait triple à Paris le 21 mars 1862, dont le présent est le duplicata.

Francs, 10,000.

(Signed) JOHN SLIDELL.

Document 12.

Original receipt produced by the bank.

(Duplicate.)

334 Reçu de Messrs. Ad. Marcuard & Co., la somme de dix mille francs, dont ils débiteront le compte de la banque des Citoyens de la Louisiane à la Nouvelle-Orléans.

Fait triple à Paris le 27 février 1862, dont le présent est le duplicata.

Fs. 10,000.

(Signed) JOHN SLIDELL.

Document 13.

Original receipt produced by the bank.

(Duplicate.)

Reçu de Messrs. Ad. Mercuard & Co., la somme de dix mille francs, dont ils débiteront le compte de la banque des Citoyens de la Louisiane à la Nouvelle-Orléans.

Fait triple à Paris le 20 février 1862, dont le présent est le duplicata.

Fcs. 10,000.

(Signed) JOHN SLIDELL.

335 *Document* 14.—*Original letter from Ad. Marcuard & Co. to the cashier of the Citizens' Bank.*

[P. steamer de St. Nazaire.]

Monsieur EUGÈNE ROUSSEAU, *caissier de la Citizens' Bank of Louisiana:*

(Aux soins obligéante de Messrs. Cahuzac frères à la Havane.)

PARIS, *le* 13 *Mai* 1862.

MONSIEUR: Nous avons l'avantage de vous confirmer notre lettre du 30 avril, dont voici la copie, et sans aucune de vos lettres, à répondre, nous verrons vous remettre inclus la quittance de notre paiement de ce jour à Mr. John Slidell de f's 70,000, dont nous vous débitons, ce paiement forme la solde du crédit que vous lui aviez ouvert dans notre maison.

Nous nous referons aux bulletins de nos cours, et vous présentons, Monsieur, nos salutations emprésées.

336 (Signed) AD. MARCUARD & CO.

Hearing and continuance, 31st March, 1865.

UNITED STATES
vs.
844 LOTS & 10 SQUARES OF GROUND, PROPERTY of John Slidell. } No. 7686.

This cause came up again upon the interventions of F. A. Marcuard and the Citizens' Bank of Louisiana—dist. att'y for libellants; Miles Taylor, L. Castera, & Deblieux for intervenors—and after hearing further evidence and argument the cause is continued till to-morrow, 1st proximo, at 11 a. m.

Hearing & submission, 1st April, 1865.

UNITED STATES
vs.
844 LOTS AND 10 SQUARES OF GROUND, PROPerty of John Slidell. } No. 7686.

337 This cause continued from yesterday on the interventions came up again—dist. att'y for libellants; Miles Taylor & Deblieux for intervenors—and after hearing further argument the court took time to advise.—[*Extract from the minutes of 1st April, 1865.*]

Intervention of Myra Clark Gaines, &c., filed April 8th, 1865.

United States district court, eastern district of Louisiana.

UNITED STATES
vs.
844 LOTS AND 10 SQUARES OF GROUND, THE property of J. Slidell.

To the honorable E. H. Durell, judge of the district court for the eastern district of Louisiana:

And now Myra Clark Gaines, a loyal citizen of the United
338 States, residing in Brooklyn, in the State of New York, appears before this honorable court, intervening for her interest in a portion of said lots against said libel and all intervenors therein, reserving to herself the right to all exceptions, if necessary, and alleges, claims, and propounds as follows:

1st. That she is the true and bona-fide owner, and that no other person is the owner of the following described lots, being the fourth parcel of lots as set forth in said libel as the property of John Slidell, to wit:

Two lots of ground designated by the Nos. 7 and 8 on a plan drawn by Mr. Harisson on the 30th February, 1814, in the square bounded by Philippa, Circus, Perdido, & North Poydras street', measuring, English measure, each 23 feet front on North Poydras street, by a depth of 53 feet 11 inches and 2 lines between parallel lines, acquired from the New Orleans and Carrolton Railroad Company by act before L. Hermann, notary, dated 30th May, 1844.

2d. That your intervenor's title to the aforesaid lots is acquired as follows, to wit:

339 In the year A. D. 1813, Daniel Clarke, than of the city of New

Orleans, the father of your intervenor, was the true and sole owner of said lots. He departed this life in the month of August of that year, leaving his last will, in which he gave all his estate, real and personal, to his only daughter, Myra Clarke, your intervenor, subject only to the payment of a few legacies, as follows:

"NEW ORLEANS, *July 13th*, 1813.

"In the name of God, amen. I, Daniel Clarke, of New Orleans, do make this my last will and testament.

"Imprimis. I order that all my just debts be paid.

"Second. I do hereby acknowledge that my beloved Myra, who is now living in the family of Samuel Davis, is my legitimate and only daughter, and that I leave and bequeath unto her, the said Myra, all the estate, whether real or personal, of which I may die possessed, subject to the payment of certain legacies hereinafter named."

340 That said lots were a part of the estate of the said Daniel Clarke at the time of his decease.

Third. That, upon the 18th day of January, A. D. 1855, your intervenor filed in the second district court of New Orleans, in the State of Louisiana, her petition that the aforesaid will of Daniel Clarke be proved and recorded, and its execution ordered.

That, upon due proceedings had in said second district court, the prayer of said petitioner was refused; whereupon your intervenor appealed to the supreme court of the State of Louisiana; and in and by said court, upon the 17th day of December, 1855, said will was ordered to be recorded and executed as such by the following decree:

"Decree of the supreme court of Louisiana.

"MONDAY, *December 17th*, 1855.

"It is therefore ordered and decreed and adjudged by the court, that the judgment of the lower court be avoided and reversed." And

341 proceeding to render such judgment as should have been rendered in the lower court—

"It is ordered, adjudged, and decreed that the will of Daniel Clarke, dated 'New Orleans, July thirteenth, eighteen hundred and thirteen, as set forth in the plaintiff's petition, be recognized as his last will and testament, and the same is ordered to be recorded and executed as such; and it is further ordered that Francis Dusuau De la Croix be confirmed as testamentary executor of said last will and testament, and that letters testamentary issue to said De la Croix, and the costs of this proceeding be born' by the succession.'"

4th. That the pretended title to said lots to the aforesaid John Slidell was acquired from the New Orleans and Carrollton Railroad Company, who pretended to acquire title thereto through various intermediate grantors, whose names are not known to your intervenor, from Richard Relf and Beverly Chew, about the year A. D. 1821, who

342 pretended to act as the testamentary executors of the aforesaid Daniel Clarke, and as attorneys in fact of one Mary Clarke, who pretended to derive title from Daniel Clarke aforesaid through a pretended last will. All which acts of the said Beverly Chew and Richard Relf, in giving the title of Daniel Clarke to the aforesaid lots, whether as his testamentary executors or as attorneys in fact of Mary Clarke, were wholly irregular, illegal, and void, and gave no valid title in law

or equity to the purchasers thereof, through whom the aforesaid John Slidell pretends to derive his title thereto.

And therefore your intervenor prays this honorable court will decree a restitution of the aforesaid lots and improvements thereon, and for the rents and profits that have accrued to the plaintiff in said libel, and for costs to her, and otherwise right and justice to administer in the premises.

(Signed) H. D. STONE,
Proctor.

343 Sworn to before me, this 8th April, 1865.
(Signed) K. LOEW,
Dy Clerk.

Let this petition of intervention be filed.
APRIL 8th, 1865.
(Signed) E. H. DURELL,
Judge.

Answer of Nicholson & Co. to interrogatories.—Filed April 11th, 1865.

United States district court, eastern district of Louisiana.

UNITED STATES
vs.
844 LOTS AND 10 SQUARES OF GROUND, PROPERTY of John Slidell.

John Nicholson & Co., intervenors herein, through W. H. McLellan, one of the partners of said firm, in obedience to an order from this honorable court, for answer to the interrogatories propounded to the said Nicholson & Co., say:

To the first fifteen interrogatories they say: The said John Nicholson and W. H. McClellan have both taken the oath of alle-
344 giance to the United States and have filed the same in this cause in support of this intervention. That the said oaths were taken in good faith, and with the intention on the part of the intervenors of keeping the same. That the said oath has never been violated by this affiant, W. H. McLellan, nor has the same been at any time violated by the said Nicholson, to the best of deponent's knowledge, information, and belief, and that affiant has always intended and now intends faithfully and honorably to keep the said oath, and he ver'y believes that such was and now *his* the intention of the said Nicholson.

Deponent further says that he has not at any time violated, nor has the said Nicholson, to the best of deponent's knowledge, information, and belief, violated any law of the United States affecting their civil rights, nor is this affiant or said Nicholson amenable for any infraction of the laws of the United States or of the State of Louisiana, but that intervenor' have yielded obedience thereto in all respects, and
345 have during the period enquired of in the interrogatories on file demeaned themselves as good and loyal citizens of the United States.

That the answers to the interrogatories herein above referred to, so far as they relate to affiant, W. H. McLellan, are made positively and, so far as they affect the said Nicholson, they are answered by affiant, to the best of his knowledge and belief.

That answers to the interrogatories are not made by the said Nicholson on account of his absence from the State, he having left the same by permission of the military authorities of the United States on or about the month of January last.

And that the said Nicholson did not thus absent himself to avoid answering the interrogatories herein propounded, he then and now being ignorant of said interrogatories.

To the sixteenth interrogatory they answer that Nicholson &
346 Co. acquired the claim sued upon in their intervention from Nathan Stephens for a valuable consideration, the said Stephens being at the time of the transfer and now a loyal citizen of the United States, residing in the State of New York.

To the interrogatories 17, 18, 19, 20, 21 intervenors answer "no."

To interrogatory 22 they say that the transfer of the claim sued upon by intervenors carried with it a transfer of privilege. Intervenors do not claim under a mortgage.

In answer to interrogatory 23 they say that the district courts of New Orleans have repeatedly recognized claims similar to that set up by intervenors herein to be good and valid, and intervenors know of no defence which can be urged against the amount claimed by them on their intervention.

To interrogatory 24 they say no mortgage act was passed.

347 To interrogatories 25 & 26 they answer "no."

To interrogatory 27 they say no mortgage act was passed.

To interrogatory 28 they say that the intervention of Nicholson & Co. was filed with no other motive than that of collecting their debt.

To the 29 interrogatory they say that, in taking the oath of allegiance, he, said Nicholson, and affiant took the same as an indication of their adherence and submission to the Government and laws of the United States, and they expected, after taking the same, that they would be protected in the transaction of their business and the collection of their debts.

And the said Nicholson & Co., respondents herein, pray that the aforesaid answers may be taken and deemed to be full and sufficient answers to the interrogatories filed herein so far as said interrogatories are legal and proper, and in so far as said answers may not
348 be considered full and sufficient replies to said interrogatories as being illegal and improper, and pray that they may not be held to answer thereto on the ground that, except so far as said interrogatories are fully answered, they are unfounded in law and not warranted by the precedents and practice of the courts of the United States and of the State of Louisiana, and respondent' pray judgment of the court in their favor, and for all general and equitable relief, &c.

(Signed) NICHOLSON & CO.,
P'r WM H. McLELLAN,
GEO. S. LACY, *Proctor.*

Sworn to and subscribed before me this 11th April, 1865.

(Signed) K. LOEW,
Dy Clerk.

Judgment in favor of the Citizens' Bank upon stock-note rendered April 26th, 1865.

UNITED STATES
vs.
349 844 LOTS AND 10 SQUARES OF GROUND, property of John Slidell. } No. 7686.

The court having considered the law and the evidence—
It is ordered, adjudged, and decreed that the claim of the Citizens'

Bank of Louisiana for stock of said bank and stock-loans be recognized, as set forth in their intervention on file; and that the said bank do recover judgment as follows, viz:

That of the property of John Slidell, condemned and to be sold, as heretofore decreed, the lot of ground, with the buildings thereon, situate in the 2d district of this city, on Royal street, between Conti and Bienville streets, and designated by the No. 5 on a plan, by J. Pilie, surveyor, of 4th April, 1834, annexed to an act passed before Branch W. Miller, late notary, on 23d April, 1834, said lot measuring 22 feet front on Royal street by 95 feet 4 inches 4 lines in depth between
355 parallel lines; together with 160 shares of the mortgage-stock of said bank bearing on said lot, being the remnant of 171 shares reduced, be sold in block to pay and satisfy the claim aforesaid on the following terms and conditions, to wit:

The purchaser to assume the position and all the obligations of stockholder for the amount of said shares of stock and to furnish as part of the price of adjudication his stock-note to the said bank for the sum of $3,762, payable on 1st of June, 1865, renewable according to the charter of said bank; said note to be duly identify with the marshal's deed of sale, and to assume in said deed the mortgage granted by said Slidell to said bank in two acts of mortgage, one before Charles Boudousquié, notary, on the 10th June, 1843, and the other before Ad. Boudousquié, notary, on the 17th May, 1855; and that he pay the balance of the price in cash.

And it is further ordered that said bank recover from the pro-
351 ceeds of the sale, with privilege and mortgage, the sum of $3 2 amount of two instalments of the stock-loan, now overdue wth interest at 10% on the sum of $4,104 from 1st June, 1863, till payment of said sum of $342; and the further sum of $146 for premium of insurance paid, with interest at 8% thereon, from 21 June, 1863, till paid: and the purchaser further to pay interest in advance at 6½ per cent. per annum on the amount of the stock-note given as aforesaid from the day of payment of said 2d instalment to 1st June, 1865.

It is further ordered that the judgment of 18th March last be so amended as to decree the sale of lot No. 5 to be made with the stock and on the conditions herein above expressed. Judgment signed 1st May, 1865.

(Signed) E. H. DURELL, *Judge.*

352 *Judgment in favor of Nicholson & Co., 26th of April*, 1865.

It is further adjudged and decreed that there be judgment in favor of Nicholson & Co. for the sum of five hundred and thirteen $\frac{16}{100}$ dollars, with 5% interest thereon from 10th June, 1861, till paid, with a lien and privilege upon the property of John Slidell, situate at the corner of Gasquet and Broad streets, for paving the street in front of the same.

It is further adjudged and decreed that the claim of John Arrowsmith be dismissed with costs, and that the intervention of Myra Clarke Gaines be set down for hearing on its merits on Saturday, the 29th instant, at 11 a. m., and that her proctor, H. D. Stone, esq'r., be duly notified.

Notice of trial of intervention of Mrs. Gaines.

United States district court, eastern district of Louisiana.

353 UNITED STATES
vs.
844 LOTS, &C., PROPERTY OF JOHN SLIDELL. } No. 7686.

To H. D. Stone, esq., attorney for Mrs. Gaines:

You are hereby notified that the above cause has been assigned for trial on Saturday, 29th inst., at 11 a. m.

By order of court.

(Signed) K. LOEW,
D'y Clerk.

NEW ORLEANS, *April 26th*, 1865.

Marshal's return.

Received April 27th, 1865, and on the same day, month, and year, served a copy of the within notice on H. D. Stone, esq'r., personally.

New Orleans, April 27th, 1865.

(Signed) M. EGAN,
D'y Marshal.

Hearing note of evidence & documents and judgments in favor of Mrs. Gaines, April 29th, 1865.

354 UNITED STATES
vs.
844 LOTS & 10 SQUARES, &C., PROPERTY of John Slidell. } No. 7686.

Mrs. Myra Clarke Gaines offered in evidence certified copy of the will of Daniel Clarke, dated 13th July, 1813, and its proofs and the judicial proceeding thereon. Also, deed from New Orleans and Carrolton Railroad Company to John Slidell, dated 30th May, 1844, conveying the property claimed by intervenor, both deeds on file; suit 2734, C. C.

Deed from Victor Jourdan to the New Orleans and Carrollton Railroad Company of 3d May, 1836, on file; suit 122, C. C.

Deed from Raymond Massana to Victor Jourdan February 24th, 1836; same suit.

Deed from the syndic of Louis Briens to Raymond Massana, August 14th, 1823, on file in same suit, 122.

Deed from Richard Relf and Beverly Chew, acting as testamen-
355 tary executors of Daniel Clarke to Brena, January 2d, 1821; on file same suit, 122.

Deed to the New Orleans and Carrollton Railroad Co. from John Hedelston, May 27th, 1836.

Deed from Azelée Larigne to John Helelston, February 29th, 1836.

Deed from Beverly Chew and Richard Relf, acting as testamentary executors of Daniel Clarke and as attorneys in fact of Mary Clarke, to Azelée Lavigne, December 28th, 1820. The three last deeds on file in suit 2734.

The record in the case 2734, in circuit court, Gaines *vs.* Lizardi & al.

The record No. 122, C. C. Gaines *vs.* Relf & Chew & al.

Record No. 2695, C. C. Gaines *vs.* City of N. O. & al.
Record No. 2619, C. C. Gaines *vs.* De la Croix.
Offered particularly in suit 2734.
1. Original bill.
2. Answer of Slidell.
356 3. Answer of Keating, Diamond, Seneschal & Crippel.
4. Answer of Hermen.
5. Stipulation of evidence by Slidell & al., filed 17th December, 1860.
6. Stipulation of evidence filed by C. Hermen, November 29th, 1858.
7. Stipulation of evidence 2695 & 2734, filed October 27th, 1857.
And the decision of the Supreme Court of the United States in 2734 at the December term, 1860, 94 Howard.

Judgment in favor of Mrs. Gaines, April 29th, 1865.

The intervention herein filed, by Myra Clarke Gaines, claiming a portion of the libelled property, came up for trial—H. D. Stone, esq'r, for intervenor, dist. att'y for United States—when, after hearing pleadings and evidence, the court being satisfied that intervenor has fully
357 made out her case, it is ordered, adjudged, and decreed that there be judgment in favor of the said Mrs. Myra Clarke Gaines, recognizing her as the bona-fide and rightful owner of two lots of ground situate in the late 2d municipality, now first district of this city, and designated on a plan drawn by Harrisson on the 20th February, 1844, and deposited in the office of L. Hermann, late notary public, as lots Nos. 7 & 8 of the square comprised within Philippa, Circus, Perdido, and North Poydras streets, and said lots measuring each 23 feet front on North Poydras street by a depth of 53 feet 11 inches & 2 lines between parallel lines, together with all the buildings and improvements thereon. It is further ordered that the libel, so far as it affects the said two lots, be dismissed, and that said two lots be restored to said intervenor with costs.

Order sale postponed, May 5th, 1865.

358 Ordered, that the sale in this case be postponed for fifteen days from this day, and that due notice thereof be given through the newspapers of this city.

Claim and intervention of Fretz Huppenbauer.—Filed May 12th, 1865.

UNITED STATES
vs.
842 LOTS AND 10 SQUARES OF GROUND, PROPERTY of John Slidell. } No. 7686.

In and to the honorable United States district court, eastern district of Louisiana:

The petition of intervention of Fritz Huppenbauer, a resident of this city, and a loyal citizen of the United States, respectfully showeth: That he was informed only a few days ago that the property of John Slidell, including two lots of ground situate on Common street,
359 between St. Charles and Camp streets, in this city, and designated by Nos. 5 & 6 on a plan drawn by *a* the city surveyor, and formerly known as Nos. 89 and 91, but now (new numbers) as Nos. 128

and 130 Common street, will be sold by Cuthbert Bullitt, esq'r, United States marshal for this district, on the 23d May, 1865, by vertue of a writ of venditioni exponas to him directed in the above-entitled suit.

This petitioner respectfully shows, that he has occupied said premises as tenant ever since the year 1859, and under his present lease since June 1st, 1860, which lease will expire only on June 1st, 1866; that when he became lessee of said establishment and premises, he found them in a rough and dilapidated condition, unfit for a respectable restaurant. the carrying on of which he intended when he leased them; that he found it absolutely necessary to make extensive additions, improvements, and repairs to the same; that from August to December,
360 1860, he made the following improvements and repairs to the same; that from August to December, 1860, he made the following improvements to said property, at his own cost and expense, which increased the value of the property and premises in a sum over four thousand dollars, namely:

1st. The erecting and building of a two-story brick building in the rear portion of said lots Nos. 5 & 6, and covering the same; said building comprising one kitchen, one extensive wine-room, one store-room, and two sleeping-rooms, at a cost of eighteen hundred dollars.

2d. Making two galleries, running from the store-room and other rooms of the above-mentioned rear building to the old front buildings, and also one pantry; the whole covered with zinc; at a cost of six hundred dollars.

3d. Making a fine double partition on the ground-floor of the front main building nearest St. Charles s't, seperating the restaurant
361 from the stairway leading up stairs, and running to the rear into the yard, at a cost of four hundred dollars.

4th. Making a new and wide gallery extending the whole length of the new two-story brick building in the rear, above mentioned, and also one shed, at a cost of four hundred dollars.

5°. Making the partitions in the main buildings so as to convert two rough rooms, running from the Common-street front to the rear into four elegant saloons on the second floor and one centre hall, with the necessary doors, windows, and openings for light, the whole richly painted, at a cost of eight hundred dollars.

All said improvements and additions costing and being well worth an aggregate of four thousand dollars. Your petitioner further represents that he is entitled to remove said improvements and additions, leaving said premises in the condition in which he received them, or to
362 receive a fair remuneration for the same; that the same could not now be made for said sum of four thousand dollars.

Wherefore petitioner prays to be allowed to file this his claim and intervention, and that, after due proceedings, said improvements and additions above set forth be decreed by a judgment of this honorable court herein to be the property of this claimant and petitioner; and further that said petitioner have judgment in his favor, allowing him to remove said improvements and additions, or decreeing him entitled to receive a fair remuneration for the same, to wit, said four thousand dollars. the cost of the same, out of the proceeds of the sale by the marshal of said lots Nos. 5 & 6 and the buildings thereon, and that his claim be decreed to be superior to that of the United States herein.

Petitioner prays for all orders and decrees necessary to secure his relief in the premises.

And, as in duty bound, &c.

(Signed) F. HUPPENBAUER.

363 Sworn to and subscribed before me this 12th May, 1865.
(Signed) W. S. BENEDICT,
D'y Clerk.

F. Huppenbauer, being duly sworn, deposes and says that all the statements and allegations contained in the foregoing petition of intervention are true and correct.
(Signed) F. HUPPENBAUER.

Sworn to and subscribed before me this 12th May, 1865.
(Signed) W. S. BENDICT,
D'y Clerk.

Note of evidence.—Filed May 20th, 1865.

UNITED STATES
vs.
THE PROPERTY OF JOHN SLIDELL. } No. 7686.

Intervenor Huppenbauer offered in evidence lease from Slidell to Aug. Pino, marked A A.
Tranfer from Pino to Huppenbauer, marked B B, and contract marked C C.

364 CHARLES OFEFFERLE, sworn for intervenor, says:

That the contract C C shown him is correct. Under this contract he made the improvement for Huppenbauer at the dates and for the amount therein specified. At the present time these improvements could not be made for less than $7,000.
(All the documents above named have been withdrawn by intervenor.)

Order on claim of Huppenbauer.—Saturday, May 20th, 1865.

UNITED STATES
vs.
844 LOTS & 10 SQUARES OF GROUND, property of John Slidell. } No. 7686.

The intervention of Huppenbauer filed herein was taken up by consent; J. Q. A. Fellows for intervenor, dis't att'y for libellant; when, after the hearing the pleadings and evidence, it is ordered by the court that the United States marshal sell the premises occupied by the
365 intervenor, known as the United States Restaurant on Common street, subject to all claims of said intervenor for improvements made by him on the property.
Extract from minutes 20th May, 1865.

Document and claim of Davern.—Filed May 25th, 1865.

OFFICE ATTORNEY-GENERAL,
STATE OF LOUISIANA,
New Orleans, May 24th, 1865.

RUFUS WAPLES, Esq'r,
U. S. District Attorney:

DEAR SIR: The bearer, Mrs. Devereu, widow of the late James Daveren of this city, has just informed me that on yesterday the United

States marshal sold certain real estate belonging to the succession of her said husband, as part of the property of John Slidell.

Mr. Deveren bought the property referred to from John Slidell in the year 1853, as you will see from a copy of the act of sale herewith
366 enclosed, and the former has been in the quiet and undisturbed possession of the same, either by himself or his representatives, up to yesterday, when the act of the marshal took place. The property is situated on Lafayette, between Dryades and Baronne str's; there are seven houses on it.

I am sure there has been a mistake made by the party or parties who returned the said real estate as that of John Slidell, and, as his property, liable to confiscation.

Mrs. Daveren has a large and helpless family, and notwithstanding that she is the owner of considerable property, she is now in necessitous circumstances. She cannot afford to employ counsel to prevent the consummation of an illegal and wrongful expropriation of her property by the United States, made, I have no doubt, on false information given to you.

I, therefore, commmend Mrs. Daveren to your kindness and characteristic love of justice, and request, in case you satisfy yourself of the wrong done to her by the sale aforesaid, that you take immediate
367 action to set aside all the proceedings affecting her property and leave her in the quiet enjoyment of the same. I can vouch for the unqalified loyalty of the lady in the present and in the past.

Very respectfully & truly yours,
(Signed) B. L. LYNCH.

Order suspending sale of two lots, 26th May, 1865.

THE UNITED STATES
vs.
844 LOTS & 10 SQUARES OF GROUND, PROPERTY of John Slidell. } No. 7686.

Ordered, that the sale of two lots of ground, with the buildings thereon, situate in the faubourg St. Mary, first district of this city, in the square bounded by Philippa, Hevia, Baronne, and Poydras streets, designated as lots Nos. 21 & 22, claimed as the property of widow Daveren, be suspended till further order, and that the marshal be notified thereof.—*Extract from minutes, 26th May, 1865.*

368 *Intervention and claim of the Merchants' Bank of New Orleans, filed June 6th, 1865.*

To the honorable Edward H. Durell, judge of the district court of the United States for the eastern district of Louisiana:

The intervention and claim of the Merchants' Bank of New Orleans, a corporation under the laws of Louisiana, now in process of liquidation, pursuant to decree of the honorable the third district court of New Orleans, and represented herein by H. Legendre, John Riggin, and John E. Neelis, loyal citizens of the United States, duly appointed by said court to liquidate the affairs of said corporation, respectfully propounds, that pursuant to process from this honorable court the marshal of this district has seized and advertised for sale, and is about to sell, in the suit of the United States *vs.* certain property of John Slidell, the
369 following peice of real estate, viz:

Two lots of ground situate in the square bounded by Camp,

Magazine, Gravier, and Natchez streets, designated by the Nos. 8 and 9 on a plan drawn by C. F. Limple, on the 21st January, 1835, and measures, viz: lot No. 8 measures 21 feet 2 inches front on Camp street, by 70 feet 11 inches deep on the side line next to lot No. 7, and 70 feet 10 inches deep on the side line dividing it from lot No. 9. And lot No. 9 measures 21 feet 8 inches front on Camp street, and 70 feet 9 inches deep on the side line of lot No. 10. All American measure; acquired from Charles A. Jacobs and Samuel Elkins by act before W'm Christy, notary, dated 4th Feb'uary, 1835.

That upon the said ground there is a certain building, of brick, the property of said bank, and lately used by them as a banking-house.

And that the ownership of said building is fully vested in said
370 corporation, and said building is in no manner liable to be sold as belonging to said Slidell; that the terms and conditions upon which said building was erected, and under which the same is held by said bank, are fully declared in certain contracts and instruments of writing belonging to said bank, but now out of the control and possession of these intervenors and claimants and temporarily in the city of Mobile, and of which they have good reasons for believing that they will soon be put in possession; and that said titles are necessary to enable them to assert the title of said bank to said property with certainty and *im* proper legal form.

That the proposed sale of said property by said marshal will work great injury to said corporation and to the creditors and stockholders thereof, unless the same be delayed by order of this honorable court until the title of said bank can be asserted and duly pronounced upon.

Wherefore these intervenors and claimants respectfully pray
371 your honor to decree that the sale of the property aforesaid be stayed, and that further time be allowed them to obtain the titles aforesaid, defining and fixing the rights of said corporation in relation to said property, and for such further order and decree as may be lawful and proper in the premises and in consonance with the powers and practice of this honorable court, and the rights and equities of the case; and as in duty, &c.

(Signed) WILLIAM H. HUNT,
of Counsel.

John Riggin, jr., being duly sworn, deposes, that all the allegations of the for'going intervention and claim are true.

(Signed) JOHN RIGGIN, JR.

Sworn to and subscribed before me this 6th June, 1865.

(Signed) W. S. BENEDICT,
By Clerk.

Order.

Let this petition of intervention be filed and let the sale of the property claimed by intervenors be stayed until otherwise directed by the court.

June 6th, 1865.

372 (Signed) E. H. DURELL, *Judge.*

Judgment in favor of Mrs. Orton, June 12th, 1865.

UNITED STATES
vs.
844 LOTS & 10 SQUARES OF GROUND, PROPERTY of John Slidell. } No. 7686.

The United States attorney having submitted to the court the

claim of Mrs. Sarah S. Orton, widow of the late Allen Orton, and the court being satisfied from the proof adduced that the said Mrs. Orton is the bona fide and rightful owner of two lots hereinafter described, forming part of the property libelled in this case:

It is ordered, adjudged, and decreed, that the decree of condemnation of 18th March last be opened, that there be judgment in favor of the said Sarah S. Orton, decreeing her to be the lawful owner of—

173 1st. A lot of ground in the square bounded by Philippa, Hevia, Baronne & Poydras streets, designated by the No. 27 on a plan marked "A" by J. Pilie, of 24th Feb'uary, 1832, annexed to an act before F. De Armas, notary, of 4th March, 1832, said lot forming the corner of Hevia and Baronne streets.

2d. And of lot No. 28 of same square as the above, measuring 27 feet front on Baronne street, the same width in the rear, by a depth of 106 feet 11 inches and four lines, together with all the improvements upon said two lots. It is further ordered that the libel, so far as it affects said two lots, be dismissed, and the seizure released, the decree of condemnation in all other respects being re-affirmed.

Judgment rendered June 12th, 1865.

Judgment signed June 19th, 1865.

(Signed) E. H. DURELL, *Judge.*

Petition of Sebastian Swoop to arrest sale.—Filed 26th June, 1865.

374 UNITED STATES
vs.
842 LOTS & 10 SQUARES OF GROUND, PROPERTY of John Slidell. } No. 7636.

United States district court, eastern district of Louisiana.

The petition of Sebastian Swoop, a loyal citizen of the United States, residing in New Orleans, respectively represents—

That he is the owner of two certain lots of ground, with the buildings and improvements thereon, &c., situate in the square bounded by Philippa, Hevia, Baronne, and Poydras streets, and designated by the Nos. 23 & 24, on a plan marked A, drawn by Joseph Pilie on the 24th Feb'uary, 1832, and annexed to an act passed before Felix De Armas, late a notary in this city, on the 10th March, 1832. The said lots adjoin each other and measure each twenty-six feet 8 inches front on Hevia street, by one hundred and eight feet in depth, being pur-

375 chased by your petitioner from John Geddes on the 13th July, 1857, by act passed before Theodore Guyol, then a notary public in this city, as will fully appear by reference to said act of sale, a duly certified copy of which is attached to and made part of this petition.

That by process issued in the above-entitled case, the United States marshall has advertised for sale for "Tuesday, 27 July," four lots of ground situate in the square bounded by Philippa, Hevia, Baronne, and Poydras streets, designated by the Nos. 19, 20, 23, & 24, on a plan marked "A," drawn by Joseph Pilie, dated 24th Feb'uary, 1832, and annexed to an act before F. De Armas, notary, dated 10th March, 1832.

That the attention of your petitioner has justly been called to said order and advertisement of sale; that he has reason to believe that two of said lots therein described are the lots belonging to your peti-

376 tioner, and that unless said sale is arrested, the same will inflict irreparable loss and injury upon your petitioner.

That said decree condemning said two lots of ground as the property

of John Slidell is wrong and based upon a misapprehension of fact, and said decree, so far as the same are concerned, should be opened and reversed, and said lots be restored to your petitioner.

Wherefore your petitioner respectfully prays that it may please the court to arrest and suspend the sale of said lots of ground until the claim and rights of your petitioner in the premises can be enquired into and adjusted; that Rufus Waples, esq'r, United States district attorney, may be duly notified of the filing of this petition, that after due proceedings had said decree may be amended so far as the same decrees the condemnation of said two lots of ground, so as to order the restitution and release of the same, and your petitioner as his
377 property, and he prays for general relief.

And he will ever pray, &c., &c.

(Signed) C. ROSELIUS,
For Pet'r.

UNITED STATES OF AMERICA:

United States commissioner's office for the eastern district of Louisiana.

Personally appeared before me, the undersigned, United States commissioner, Sebastian Swoop, who, after being duly sworn, declares & says, that the statements set forth, and all the declarations in the above petition, are true and correct.

Ordinary X mark of

SEBASTIAN SWOOP. [L. S.]

Sworn to and subscribed before me, New Orleans, June 26th, 1865.

(Signed) D. AUGUSTIN,
U. S. Comm'r.

Order.

IN CHAMBERS, *June 26th*, 1865.

Let the within-described property be withdrawn from sale until further order.

(Signed) E. H. DURELL, *Judge.*

378 *Documents attached to the intervention of S. Swoop.*

STATE OF LOUISIANA, *Parish of Orleans:*

Be it known that this day, before me, Theodore O. Stank, a notary public in and for the said State and parish, duly commissioned and qualified, personally came and appeared Frederick William Coeler, of this city, who declared that, for the consideration hereinafter mentioned, he does by these presents grant, bargain, sell, and deliver unto John Geddes, also of this city, here present accepting and purchasing for himself, his heirs, and assigns, and acknowledging delivery and possession thereof,

Two certain lots of ground, together with all the buildings and improvements thereon, and all the rights, ways, privileges, and advantages thereunto belonging or in anywise appertaining, situate in the square bounded by Philippa, Hevia, Baronne, and Poydras streets, faubourg St. Mary, and designated by the numbers "twenty-three" and
379 "twenty-four" on a plan marked "A," drawn by Joseph Pilie, then city surveyor, on the 24th Feb'uary, 1832, and annexed to an act passed before Felix de Armas, late a notary public in this city,

on the tenth day of March, 1832. The said lots adjoins each other, and measure each twenty-six feet eight inches front on Hevia street, by one hundred and eight feet in depth, American measure.

Which said property was purchased by the present vendor from John B. Walsh, by an act passed before H. B. Cenas, a notary public in this city, on the 23d day of April, 1850.

By reference to the certificate of the recorder of mortgages for this parish, hereto annexed, it appears that in the records in his office there is no mortgage or encumbrance, standing in the name of the vendors and recorded *in the* against the property herein described, other than the one by him granted per act passed before Guyol, notary, on the 30th January, 1854, in favor of John F. Clay, to secure payment of $4,000,
380 with interests and costs, which mortgage is hereinafter released.

The taxes due on said property have been paid and the receipts exhibited to me, notary, and the said vendor hereby promises and binds himself to pay the taxes for the year 1856, when the same shall become due and payable, with which declaration the purchaser acknowledges himself satisfied.

To have and to hold the said property unto the said John Geddes, purchaser, his heirs and assigns, forever. And the said Frederick W. Coeler, vendor, the said property herein conveyed to the said purchaser, his heirs and assigns, shall and will warrant and forever defend against all legal claims and demands whatever. And the said vendor does hereby moreover transfer unto the said purchaser all and singular the rights and the actions of warranty to which he is or may be entitled, against any and all former owners of the property herein con-
381 veyed, hereby subrogating the said purchaser in and to the said rights and actions, to be by him enjoyed and exercised in the same manner as they might have been by the said vendor himself.

This sale is made and accepted for and in consideration of the price and sum of eight thousand three hundred and fifty-two dollars, which sum has been by the said purchaser well and truly paid in ready current money at the execution of these presents, the receipt of which is hereby acknowledged and acquittance in full therefor granted by the said vendor.

And here personally come and intervened in these presents William Shannon, of this city, who declared that as last holder he had received payment in full of the note for four thousand dollars, dated January 30th, 1854, and payable one year after date, and secured in its payment by mortgage on the property herein conveyed as hereinabove related.

Wherefore, in consideration of the premises, he hereby author-
382 izes the recorder of mortgages for the parish of Orleans to cancel and annul the inscription of said mortgage on his books, and the said note having been exhibited to me, notary, I have erased the signatures and notarial paraph therefrom in conformity therewith.

And now personally came and intervened in these presents Mistress Catharine Caroline Amman, of lawful age, wife of said vendor, who did declare unto me, notary, that it is her wish and intention to release in favor of the said purchaser the property herein described, from the matrimonial, dotal, paraphernal, and other rights, and from any claims, mortgages, or other privileges to which she is or may be entitled, whether by virtue of her marriage with her said husband or otherwise.

Whereupon I, the said notary, did inform the said wife, apart and out of the presence and hearing of her said husband, and before receiving her signature, that the had by law a legal mortgage on the
383 property of her said husband: Firstly, for the restitution of her

dowry and for the re-investment of the dotal property sold by her husband, and which she brought in marriage, reckoning from the celebration of the marriage; secondly, for the restitution and re-investment of the dotal property by her acquired since marriage, whether by succession or donation, from the day the succession was opened, or the donation perfected; thirdly, for nuptial presents; fourthly, for debts by her contracted with her said husband; and fifthly, for the amount of her paraphernal property alienated by her and received by her said husband, or otherwise disposed of for the individual interest of her said husband.

And the said wife did thereupon declare unto me, notary, that she was fully aware of, and acquainted with, the nature and extent of the matrimonial, dotal, paraphernal, and other rights and privileges, thus secured to her by law on the property of her said husband, and
384 that, availing herself of the rights secured to her by the second section of an act passed by the legislature of this State, authorizing wives to make valid renunciations, etc., approved on the twenty-seventh day of March, eighteen hundred and thirty-five, she nevertheless did persist in her intention of renouncing not only all the rights, claims, privileges, hereinbefore enumerated and described, but all others, of any kind or nature whatever, to which she is or may be entitled by any laws now or heretofore in force in the State of Louisiana.

And the said husband, he being now present, aiding and authorizing his said wife in the execution of these presents, she, the said wife, did again declare that she did, and doth hereby, make a formal renunciation and relinquishment of all her said matrimonial, dotal, paraphernal, and other rights, claims, and privileges, in favor of the said purchaser, binding herself and her heirs at all times to sustain and acknowledge the validity of this renunciation.

385 Thus done and passed in my office, at the city of New Orleans, in the presence of Edward Allen and James B. Williams, jr., witnesses of lawful age, and domiciliated in this city, who sign these presents, together with the said parties and me said notary, this twenty-ninth day of December, in the year of our Lord one thousand eight hundred and sixty-five.

(Original signed)

F. W. COELER.
CATHARINE CAROLINE COELER.
JOHN GEDDES.
WILLIAM SHANNON.
E. ALLEN.
J. B. WILLIAMS, JR.
THEODORE O. STARK, *Not. Public.*

A true copy of the original on file, and of record in my office.

NEW ORLEANS, *January 6th*, 1857.

(Signed) THEODORE STARK,
Not. Public.

386 *Document attached to the intervention of S. Swoop.*

UNITED STATES OF AMERICA, *State of Louisiana:*

Be it known that, on this thirtieth day of the month of July, in the year of our Lord one thousand eight hundred and fifty-seven, and the

Independence of the United States of America the eighty-second, before me, Theodore Guyol, a notary public, duly commissioned and sworn for the parish and city of New Orleans, State of Louisiana, and in the presence of the witnesses hereinafter named and undersigned, personally appeared John Geddes, residing in this city, unmarried, who declares that he does by these presents, grant, bargain, sell, assign, convey, transfer, and deliver, with all legal warranties, unto Sebastian Swoop, of this city, present, accepting, and acknowledging delivery and
387 possession, two certain lots of ground, with the buildings and improvements thereon, and all the rights, ways, and privileges thereunto belonging, situate in the square bounded by Philippa, Hevia, Baronne, & Poydras streets, and designated by the numbers twenty-three and twenty-four on a plan marked A, drawn by Joseph Pilie, on the 24th February, 1832, and annexed to an act passed before Felix de Armas, late notary, in this city, on the 10th day of March, 1832. The said lots adjoin each other, and measure each twenty-six feet eight inches front on Hevia street, by one hundred and eight feet in depth, and purchased by the present vendor from Frederick W. Coeler, by an act before T. O. Stark, notary in this city, on the twenty-ninth day of December, eighten hundred and fifty-six, to have and to hold the said described property unto the said purchaser, his heirs and assigns forever.

388 And the said vendor moreover transfers unto the said purchaser all the rights and actions of warranty to which he himself is or may be entitled against all the former owners and proprietors of the property herein conveyed, subrogating the said purchaser to the said rights and actions, to be by him enjoyed and exercised in the same manner as they might have been by the said vendor.

This sale is made and accepted for and in consideration of the price and sum of eight thousand three hundred and fifty-two dollars, which the said vendors acknowledges to have received in ready money from said purchaser, and for which he grants acquittance.

All taxes due on the said property have been paid as per the receipts exhibited to me, notary and it is free from encumberance, as appears from the annexed certificate of the recorder of mortgages for the city.

389 Done and passed in my office, at the city of New Orleans, on the day, month, and year first above written, in the presence of William G. Latham and Paul Abat, competent witnesses, who have signed with the parties, and me, notary, after reading the whole, except the purchaser, who made his mark, not knowing how to write.

(Signed) JOHN GEDDES.
" SEBASTIAN $\overset{\text{his}}{+}_{\text{mark.}}$ SWOOP.
" W. G. LATHAM.
" P. ABAT.
" THEO. GUYOL, *Notary Public.*

A true copy:
(Signed) THEO. GUYOL, *Not. Public.*

I, register of conveyances, certify that the foregoing act has been this day recorded in my office in B. 74, fo. 299.
New Orleans, August 1st, 1857.
(Signed) S. M. WESTMORE,
Register.

Rule on district attorney and marshal.—Filed July 3d, 1865.

390 UNITED STATES
vs.
844 LOTS & 10 SQUARES OF GROUND, PROPERTY of John Slidell. } No. 7686.

On motion of J. S. Whitaker, appearing in this behalf for John L. Davies, purchaser at marshal's sale of a certain lot of ground, libelled in this case, confiscated and advertised for sale as lot No. 7, 50 feet front on Josephine street by 120 feet deep on Jersey street, French measure, and on suggesting to the court that the same property was further designated as lot No. 7, faubourg Lafayette, in square No. 10, on the original plan of said faubourg, and that on the plan as exhibited at the sale the lot is described as having 60 feet front on Josephine street, instead of 50 feet, as aforesaid; which said plan is a copy of original plan referred to in libel and advertisement; and upon showing further that the marshal declines giving this mover title to more than a front
391 of 50 feet by 120 feet in depth:

It is ordered by the court that the district attorney and the marshal do show cause on Thursday next, the 6th day of July, why the said marshal should not give title to this motioner in accordance with the plan as set forth, to wit, with 60 feet front, French measure, on Josephine street, by 120 feet in depth, &c.

Service accepted.

A. BANSAM, by C.

Order to give title to Davies, July 6th, 1865.

UNITED STATES
vs.
844 LOTS & 10 SQUARES OF GROUND, PROPERTY of John Slidell. } No. 7686.

The rule herein taken by John L. Davies on 3d instant came up for trial—Jno. S. Whitaker, esq'r, for plaintiff in rule, R. Waples,
392 U. S. attorney—when, after hearing evidence, it appearing from the original plan that the real dimensions of the lot in question are 60 feet front on Josephine street, and that through a clerical error said lot is described as having a front of 50 feet only: Ordered that the rule be made absolute, and that the marshal shall give to said Davis title to 60 feet front on Josephine street, by a depth of 120 feet, French measure.

Testimony for Huppenbauer.—Filed July 6th, 1865.

UNITED STATES
vs.
THE PROPERTY OF JOHN SLIDELL, ON THE intervention of Fritz Huppenbauer. } No. 7686.

Testimony taken in presence of district attorney and J. Q. A. Fellows, this 6th of July, 1865.

RUDOLPHE PFEFFERLE, being duly sworn, deposes and says,
393 for Huppenbauer:

I know the intervenor, F. Huppenbauer. I had occasion, in

company with my brother, to erect some buildings in the rear part of the property No. 128 & 130 Common street. I was the contractor. The same property now occupied by said Happenbauer; my brother was foreman.

I furnished all the materials and did all the work. It was before the war. I did the work.

Being shown document C C, witness says: It is in my own handwriting. I received $4,000 for the materials and my labor and work. It was a proper price at the time. I was at work at those improvements about four months. The improvements were a two-story kitchen of brick and a cellar to it, all of brick; the said kitchen had a slate roof. The kitchen was paved with bricks on their edge; a two-story privy of brick; a pantry, two-story, and galleries all around; some partitions in the main house; and we plastered the roof of
394 the main building, and we put in new floors in both main buildings Nos. 128 & 130. We also made a partition in No. 130 to make an alley to communicate from the street back, and we paved the whole yard with brick. And for all this I received from Mr. Huppenbauer the sum of $4,000, which was the market price at the time for the material and labor.

Cross-examined:

These were two new buildings put up in the rear. One building with a brick partition, making two separate buildings.

The repairs put on the buildings were worth $1,500. That would leave $2,500 to pay for the new buildings and new work.

Mr. Huppenbauer employed me to do this work. It was in the year 1858, I believe. I cannot say exactly; it was, however, previous to the war.

395 The contract was verbal. The new buildings could not be put up for less than $2,500. I bought my materials very cheap. Huppenbauer still occupies the buildings. Don't know to whom he paid rent before, during, or since the war, or whether he paid rent. He carries on the restaurant business.

It was a restaurant before the improvements were put up, but it had not sufficient accom'odations, and was in danger of falling. It was very much out of repair.

Redirect:

In speaking of the repairs to the main building, I include the partitions which were put up; they were improvements.

The partitions up stairs, which were made of old stuff, the doors up stairs, and the corridor partition, together, I should say, were worth, including painting, about $300 or $400.

I think the value of bricking the yard was $150 at that time.

This work was done and finished on 8th of December, 1860, and
396 we had been working about four months at them.

It would cost now, to do the same work, full double the amount; fully $8,000.

(Signed) R. PFEFFERLE.

Sworn to and subscribed before me this 6th July, 1865.

(Signed) CH'S CLAIBORNE,
U. S. Comm'r.

Judgment dismissing the claim of the Citizens' Bank of Louisiana for 100,000 f'cs.

THE UNITED STATES
vs.
844 LOTS & 10 SQUARES OF GROUND, PROPERTY of John Slidell, on intervention of Citizens' Bank. } No. 7636.

For reasons orally assigned by the court, it is ordered, adjudged, and decreed that the claim of the Citizens' Bank of Louisiana, asking to be paid 100,000 francs, equivalent to $25,000, out of the proceeds of the libelled property, be dismissed with costs.

Judgment rendered July 7th, 1865. Judgment signed July
397 12th, 1865.

(Signed) E. H. DURELL, *Judge.*

Judgment dismissing the claim of Marcuard.

THE UNITED STATES
vs.
844 LOTS & 10 SQUARES OF GROUND, PROPERTY of John Slidell, on intervention of F. A. Marcuard. } No. 7686.

For the reasons orally assigned by the court, it is ordered, adjudged, & decreed that the claim of Frederic Adolphe Marcuard, of Paris, demanding the payment of 252,573.39 francs from the proceeds of the libelled property, be dismissed with costs.

Judgment rendered July 7th, 1865. Judgment signed July 12th, 1865.

(Signed) E. H. DURELL, *Judge.*

Testimony for intervenor F. Huppenbauer.—Filed July 19th, 1865.

398 THE UNITED STATES
vs.
PROPERTY OF JOHN SLIDELL, ON ITERVENTION of Fritz Huppenbauer. } No. 7686.

United States district court.

Testimony taken in presence of district attorney and J. Q. A. Fellows, this 19th day of July, 1865, at 10 a. m.

JOSEPH JOUETT, being duly sworn, deposes & says: I know the premises Nos. 128 & 130 Common street, known as the United States restaurant, and its appendencies; I knew the premises before they were improved by Mr. Huppenbauer.

All the kitchens in the rear part of the premises were built anew, of brick-work with slate roof, and divided into storerooms, caves, and kitchens, the value of which I placed at the time at $1,800.

The main building is connected now with the kitchens by two
399 galleries; there was also a pantry built on the upper gallery I speak of, covered with zinc. The value of the galleries and pantry I place at $600 at the time I speak of.

There was also a double partition made on the lower floor to divide

the restaurant, and there was also a new stairway leading to the upper story, the estimated value of which I place at $400.

All of the upper part of the two houses has been finished and divided into rooms with partitions, sliding-doors, panel-doors, plastering and painting, finishing. I value this work at $800.

Before the finishing work was done in the upper story it was in a rough and unfinished state, without partitions, and in one large room.

The estimates I place on the improvements I have stated as having been made were the estimated value of such improvements at the
400 time they were made, say in 1860. They would costs double the aforementioned prices to have them done now. I was a contractor and builder in this city and have been for some 24 years.

No partition of the improvements I have spoken of could be called repairs; they were all improvements.

Document A is now filed; it was prepared by the witness himself on the premises above alluded to.

Cross-examined:

I made out this document at the request of Mr. Huppenbauer. He pointed out the work that was done. I also saw the work as it progressed. I passed there sometimes once a day, sometimes once in fifteen days, while the work was in progress. The contractor for the work was Mr. Pfefferle. I know nothing of the terms of the lease between Slidell and claimant or assignee.

401 I cannot say whether the building was used as a restaurant before Huppenbauer came into it.

(Signed) JOSEPH JOUETT.

Sworn to and subscribed before me this 19th July, 1865.

(Signed) CHS. CLAIBORNE,
U. S. Comm'r.

Order submitted on claim of Huppenbauer, July 20th, 1865.

UNITED STATES
vs.
PROPERTY OF JOHN SLIDELL. } No. 7686.

By consent of parties the intervention and claim of F. Huppenbauer is this day submitted to the court upon the pleadings and evidence on file.

Rule of N. W. Fowler, taken on the U. S. marshal & al.—Filed July 20th, 1865.

UNITED STATES
vs.
844 LOTS & 10 SQUARES OF GROUND, THE PROPERTY of John Slidell. } No. 7686.

402 United States district court.

On motion of G. Schmidt, attorney of N. W. Fowler, a friendly neutral lessee of four lots of ground by a lease duly entered into in the year 1859, and duly recorded in the conveyance office of the city of New Orleans, where said property is situated, and which does not expire till the year 1868, and on his suggestion to the court that the marshal of this honorable court, under a writ of venditioni exponas, sold the aforesaid four lots to one J. M. Burchard, who, altho' he well knew that

said Fowler held possession under a valid lease, yet induced Cuthbert Bullit, esq'r, the marshal of this honorable court, to aid him in taking forcible possession of the premises, which was done with the aid of armed soldiers during the absence of said Fowler; they, the said Burchard and the marshal and their coadjutors, expelling the work-
403 men of Fowler from the premises, taking possession of his papers and property worth $20,000, the whole contrary to law:

Ordered, that Cuthbert Bullitt, esq., marshal as aforesaid, and J. M. Burchard, show cause on Monday, the 24th of ins't next, at 11 a. m., why he, N. W. Fowler, should not be forthwith reinstated in the possession of the aforesaid four lots, and of his property, unlawfully seized, without prejudice to his right to claim damages from all persons who have forcibly and unlawfully deprived him of the possession of his property.

Marshal's return of service of rule.

Received July 21st, 1865, and on the same day, month, and year served a copy of the within rule on Cuthbert Bullitt, esq., United States marshal, and on J. M. Burchard, esq., each personally.

N. Orleans, July 21st, 1865.

(Signed) J. J. PREIS,
Dy U. S. Marshal.

404 *Petition of appeal by F. A. Marcuard.—Filed July 20th, 1865.*

UNITED STATES
vs.
844 LOTS & 10 SQUARES OF GROUND, PROPERTY of John Slidell. } No. 7686.

To the honorable the district court of the United States, eastern district of Louisiana:

The petition of F. A. Marcuard, an alien, residing at Paris, in the empire of France, a mortgaged creditor of the said John Slidell, and a claimant and petitioner intervening in the above-entitled cause, for the purpose of enforcing his rights of mortgage against the property of the said John Slidell therein, respectfully represents that a final judgment or decree was rendered on the day of July, 1865, in the above-entitled case, rejecting his said claim to a mortgage on said prop-
405 erty of the said John Slidell; that petitioner is aggrieved by the said final judgment or decree, which he believes to be erroneous; that the matter in controversy exceeds fifteen thousand dollars in value, and that he is informed and believes that he is entitled to have an appeal allowed him from the said final judgment or decree in the said cause to the next circuit court to be holden in the said eastern district of Louisiana, on giving good and sufficient security, in such sum as may be fixed by the court.

Wherefore your petitioner prays that he may be allowed an appeal from the said final judgment or decree to the next circuit court to be held in the said eastern district of Louisiana, on his giving good and sufficient security according to law in the sum fixed by the court, that a transcript of the record and all the proceedings in the cause, duly authenticated, may be sent up to the said circuit court, and that the libellants may be duly cited to appear before the appellate court.

406 Petitioner further prays for all and general relief.

(Signed) MILES TAYLOR,
For Petitioner.

Order of appeal granted, July 20th, 1865.

UNITED STATES
vs.
844 LOTS & 10 SQUARES OF GROUND, PROPERTY of John Slidell. } No. 7686.

On motion of H. F. Deblieux, on behalf of Miles Taylor, esq., proctor for F. A. Marcuard, intervenor and claimant in this case, and on filing the petition of said Marcuard for an appeal from the judgment or decree of this court dismissing the claim of petitioner:

It is ordered by the court that an appeal be allowed, as prayed for by said Marcuard in his petition, returnable at the next circuit court of the United States for the 6th circuit and eastern district of Louisiana,
407 on his giving bond in the sum of $500, with good and solvent security conditioned as the law directs.

Extract from minutes of 20th July, 1865.

Petition of appeal by the Citizens' Bank of Louisiana.—Filed July 20th, 1865.

UNITED STATES
vs.
844 LOTS & 10 SQUARES OF GROUND, PROPERTY of John Slidell. } No. 7686.

In the United States district court for the eastern district of Louisiana.

To the honorable E. H. Durell, judge of the district court of the United States for the eastern district of Louisiana:

The petition of the Citizens' Bank of Louisiana, a corporation created by law, domiciliated in the city of New Orleans, respectfully showeth:

408 That your petitioner is intervenor and claimant in the above-entitled cause, for the purpose of claiming and enforcing rights of mortgage against property of said John Slidell, and a claim exceeding twenty thousand dollars, and that the said mortgage-claim belonging to your petitioner has been rejected by this honorable court by final judgment rendered on the day of July instant, 1865.

That your petitioner is aggrieved by the said judgment or decree, and is informed and believes that the same is erroneous.

That he is informed and believes he is entitled to an appeal from said final judgment or decree to the next circuit court to be hold in the said eastern district of Louisiana, on giving good and sufficient security in such sum as this honorable court may order.

Wherefore your petitioner prays to be allowed an appeal from
409 the said final judgment or decree to the next circuit court to be held in the said eastern district of Louisiana, and your petitioner giving good and sufficient security, according to law, in the sum fixed by the court. That the transcript of the record, and all proceedings in the cause, duly authenticated, may be sent up to the said circuit court, and that the libellants may be duly cited to appear before the appellate court. And your petitioner prays for general relief such as this case may admit of, &c.; as in duty, &c.

(Signed) H. F. DEBLIEUX,
For Petitioner.

Order of appeal granted July 20th, 1865.

UNITED STATES
vs.
844 LOTS & 10 SQUARES OF GROUND, PROPERTY of John Slidell. } No. 7686.

On motion of H. F. Deblieux, of counsel for the Citizens'
410 Bank of Louisiana, intervenor and claimant in this case, and on filing the petition of said bank for an appeal from the judgment or decree of this court dismissing the claim of petitioner, it is ordered by the court that an appeal be allowed, as prayed for, returnable to the next circuit court of the United States for the 6th circuit and eastern district of Louisiana, upon said bank giving bond in the sum of $500, with good and solvent security, conditioned as the law directs.

Extract from the minutes of 20th July, 1865.

Appeal bond of Marcuard.—Filed July 21st, 1865.

UNITED STATES OF AMERICA,
Eastern district of Louisiana :

District court of the United States.—In admiralty.

UNITED STATES
vs.
411 844 LOTS & 10 SQUARES OF GROUND, property of John Slidell. } No. 7686.

Appeal bond.

Know all men by these presents, that we, F. A. Marcuard, by Miles Taylor, his attorney, as principal, and J. G. Gaines as surety, are held and firmly bound unto the United States of America in the sum of five hundred dollars, to be paid to the said United States; for the payment of which, well and truly to be made in lawful money of the United States, we bind ourselves, and each of us, and each of our heirs, executors, administrators, jointly and severally, firmly by these presents. Sealed with our seals and dated at New Orleans the 21st July, 1865.

Whereas the above-named Marcuard has appealed to the next term of the circuit court of the United States for the 6th circuit and
412 eastern district of Louisiana, from a final judgment of the district court of the United States for said district, rendered against him, said Marcuard, on the 7th July, 1865, in the above-entitled cause:

Now, therefore, the condition of this obligation is such that, if the above-named appellant shall prosecute his appeal to effect and answer all damages and costs, and satisfy whatever judgment may be rendered against him his appeal good, then this obligation to be void; otherwise the same shall be and remain in full force and effect.

(Signed) MILES TAYLOR, [SEAL.]
Proctor for F. A. Marcuard.
JNO. G. GAINES. [SEAL.]

Signed, sealed, and delivered in presence of—
(Signed) W. S. BENEDICT,
Dy Clerk.

Appeal bond of the Citizens' Bank.—Filed July 21st, 1865.

UNITED STATES OF AMERICA,
Eastern District of Louisiana:

District court of the United States.—In admiralty.

413 *Appeal bond.*

UNITED STATES
vs.
844 LOTS AND 10 SQUARES OF GROUND, PROPERTY of John Slidell. } No. 7686.

Know all men by these presents, that we, the Citizens' Bank of Louisiana, by John G. Gaines, president, as principal, and John G. Gaines as surety, are held and firmly bound unto the United States of America in the sum of five hundred dollars, to be paid to the said United States; for the payment of which, well and truly to be made in lawful money of the United States, we bind ourselves, and each of us, and each of our heirs, executors, administrators, jointly and severally, firmly by these presents. Sealed with our seals and dated the 21st day of July, 1865.

Whereas the above-named Citizens' Bank of Louisiana has appealed to the next term of the circuit court of the United States for the
414 6th circuit and eastern district of Louisiana, from a final judgment of the district court of the United States for said district, rendered on the 7th July, 1865, in the above-entitled cause:

Now, therefore, the condition of this obligation is such that, if the above-named appellant shall prosecute his appeal to effect and answer all damages and costs, and satisfy whatever judgment may be rendered against him if he fails to make his appeal good, then this obligation to to be void; otherwise the same shall remain in full force and effect.

(Signed) JNO. G. GAINES,
Pres't C. B.
JNO. G. GAINES.

Signed, sealed, and delivered in presence of—
(Signed) W. S. BENEDICT,
Dy Clerk.

Citation of appeal.

United States district court, eastern district of Louisiana.

415 UNITED STATES
vs.
844 LOTS & 10 SQUARES OF GROUND, PROPERTY of John Slidell. } No. 7686.

The United States of America to the United States attorney, greeting:

You are hereby cited and admonished to be and appear before the circuit court of the United States for the 6th circuit and eastern district of Louisiana, at its next term, to be holden in the city of New Orleans, State of Louisiana, on 1st Monday of November next, to answer the appeal taken by F. A. Marcuard, intervenor in this cause, and that you show cause then and there, if any there be, why the judgment rendered against the said F. A. Marcuard, dismissing his claim, should not be

corrected, and why speedy justice should not be done to the parties in that behalf.

Witness the honorable E. H. Durell, judge, this 20th day of
416 July, in the year of our Lord 1865, and the 90th of the American Independence.

(Signed) E. H. DURELL, *Judge.*

Marshal's return.

Received July 21st, 1865, and of the 22d day of the same month and year, served a copy of this citation on Rufus Waples, esq'r, United States district-attorney, personally.

(Signed) J. J. PRIES,
D'y U. S. Marshal.

NEW ORLEANS, *July 22d*, 1865.

Citation of appeal.

United States district court, eastern district of Louisiana.

UNITED STATES
vs.
844 LOTS & 10 SQUARES OF GROUND, PROPERTY of John Slidell. } No. 7686.

The United States of America to the United States attorney, greeting:

You are hereby cited and admonished to be and appear before
417 the circuit court of the United States for the 6th circuit and eastern district of Louisiana, at its next term, to be holden in the city of New Orleans, State of Louisiana, on the first Monday of November next, to answer the appeal taken by the Citizens' Bank of Louisiana, intervenor in this cause, and that you show cause, then and there, if any there be, why the judgment rendered against the said Citizens' Bank, intervenor, dismissing their claim, should not be corrected, and why speedy justice should not be done to the parties in that behalf.

Witness the honorable E. H. Durell, judge, this 20th day of July, in the year of our Lord 1865, and the 90th of the American Independence.

(Signed) E. H. DURELL,
Judge.

Marshal's return.

Received July 21st, 1865, and on the 22d day of the same month and year served a copy of the within citation of appeal on Rufus Waples, esq'r, United States district attorney, personally.

418 (Signed) J. J. PRIES,
D'y U. S. Marshal.

NEW ORLEANS, *July 22d*, 1865.

Answer to rule of Fowler.—Filed July 24th, 1865.

UNITED STATES
vs.
THE PROPERTY OF JOHN SLIDELL. } No. 7686.

United States district court, eastern district of Louisiana.

Cuthbert Bullitt, the marshal of the United States for the eastern district of Louisiana, comes into court by the undersigned, his counsel,

and for answer to the rule taken upon him in the above-entitled case on the 20th day of July, 1865, for N. W. Fowler, by his counsel, G. Schmidt, esq'r, and says:

That he expressly denies that the said N. W. Fowler has any right to the possession, use, or enjoyment of the four lots of ground sold
419 to the said John M. Burchard under the writ of venditioni exponas issued in the said above-entitled case.

And the said Cuthbert Bullit, marshal as aforesaid, for further answer to the said N. W. Fowler, made and preferred no claim whatever to the said four lots of ground, or to any right of any kind upon the said lots, or to the use, enjoyment, and possession of the same; and that in the premises he now has no right to any use, enjoyment, or possession of the same.

Wherefore respondent prays that there may be a judgment rendered upon the same rule, decreeing that the said N. W. Fowler has no right to be put in possessions of the said lots, and that he has no right, title, or interest in or to the possession, or to any use or enjoyment of the same.

(Signed) MILES TAYLOR,
Att'y for Respondent.

Exceptions of J. M. Burchard to the rule of Fowler.—Filed July 24th, 1865.

420 THE UNITED STATES
vs.
THE PROPERTY OF JOHN SLIDELL. } No. 7686.

In the United States district court for the eastern district of Louisiana, New Orleans.

And now into this honorable court, by counsel, comes John M. Burchard, who has been served with a copy of rule and order to show cause, issued in the above-entitled cause, on the twentieth day of July, 1865, and says that he *expects* to the form and manner of proceeding against him by rule, as he was no party to the above suit, nor was Fowler, who takes the rule, a party to them.

And, should this exception be overruled, he says further, that this district court has no power to try such a case as is represented in the rule, and is without jurisdiction lis pendens, and says that the said Fowler has brought suit against him for the same cause of action
420 in *in* the third district court, where he has already been cited.

Wherefore he prays to be hence dismissed with costs, and for all general relief.

(Signed) DURANT & HORNOR,
Attorneys.

Order: rule discharged.—July 24th, 1865.

UNITED STATES
vs.
844 LOTS & 10 SQUARES OF GROUND, THE property of John Slidell. } No. 7686.

The rule taken by N. W. Fowler on the 20th instant came up—G. Schmidt, plaintiff in rule; M. Taylor for U. S. marshal; T. J. Durant

for Burchart—when, after hearing argument, for reasons orally assigned, it is ordered that the same be dismissed with costs.—*Extract from minutes, 24th July*, 1865.

422 *Order dismissing claim of Huppenbauer.—August 1st*, 1865.

UNITED STATES
vs.
844 LOTS & 10 SQUARES OF GROUND, PROPERTY of John Slidell. } No. 7686.

For reasons orally assigned by the court, it is ordered, adjudged, and decreed that the intervention of Fritz Huppenbauer be dismissed with costs, he being protected under the terms of sale.

Rule on marshal & al.—Filed August 3d, 1865.

UNITED STATES
vs.
844 LOTS & 10 SQUARES OF GROUND, PROPERTY of John Slidell. } No. 7686.

In the United States district court, eastern district of Louisiana.

On motion of Whitaker and Fellows, of counsel of Fritz Hup-
423 penbauer, an intervenor in the above-entitled cause, and on representing to the court that by the decree rendered in said court it is adjudged as follows:

"And it is further ordered that the marshal do sell the premises occupied by F. Huppenbauer, an intervenor herein, and known as the United States restaurant, on Common street, subject to the terms of the lease of said property, and all claim of said intervenor, for improvements made by him upon the property, balance of purchase-money, cash in the United States Treasury notes;"

And on further suggesting to the court that mover, Fritz Huppenbauer, became the purchaser of said property at the marshal's adjudication, and that the said marshal, on settlement for the adjudication, insisted that mover should pay ($9,500) nine thousand five hundred dollars cash, and deposit with him a check for four thousand dollars,
424 the value of said improvements, to await the judicial determination of the amount of said improvements by the court, and with which demand of the marshal the mover complied; and on further suggesting that the testimony of record fully establishes that said improvements are worth the said sum of four thousand dollars: it is ordered by the court that said marshal and Rufus Waples, United States district attorney, show cause forthwith why said check for four thousand dollars, so received for said improvements, should not be returned to the mover in this rule.

Order on rule.—August 4th, 1865.

UNITED STATES
vs.
844 LOTS & 10 SQUARES OF GROUND, PROPERTY of John Slidell. } No. 7686.

Upon the application of the intervenor's proctor, ordered that the rule herein, continued from yesterday, lay over till 1st Monday of November next.

425 *Agreement as to transcript.—Filed August 12th, 1865.*

UNITED STATES
vs.
844 LOTS & 10 SQUARES OF GROUND, PROPERTY of John Slidell. } No. 7686.

On appeal by the Citizens' Bank of Louisiana and F. A. Marcuard.

For the purpose of simplifying the record, it is hereby agreed, that the clerk shall omit from the transcript of appeal all proceedings and documentary evidence not relating to or affecting the interventions of the above-named appellants, and that one transcript shall suffice for both appellants.

(Signed) H. F. DEBLIEUX,
For Citizens' Bank.
" MILES TAYLOR,
For F. A. Marcuard.
" RUFUS WAPLES,
U. S. Attorney.

426 *Order fixing intervention of Merchants' Bank.—December 2d, 1865.*

UNITED STATES
vs.
844 LOTS & 10 SQUARES OF GROUND, PROPERTY of John Slidell. } No. 7686.

On motion of the district attorney, it is ordered that the claim of the Merchants' Bank of New Orleans, pending in this case, be assigned for hearing on Friday, the 8th ins't, at 11 a. m., and that the said bank be notified thereof.—*Extract from minutes, December 2d, 1865.*

Notice of trial.

United States district court, eastern district of Louisiana.

UNITED STATES
vs.
PROPERTY OF JOHN SLIDELL. } No. 7686.

To Mr. WM. H. HUNT, Esq'r:

You are hereby notified that the above cause has been assigned
427 for trial on Friday, the 8th December, 1865, at 11 a. m., upon the claim of the Merchants' Bank.

By order of court.

(Signed) K. LOEW,
D'y Clerk.

NEW ORLEANS, *December 2d*, 1865.

Marshal's return.

Received December 4th, 1865, and same day, month, and year served a copy of this notice on W'm H. Hunt, esq'r, by leaving the same at his office in the hands of W. O. Denegre, esq'r. December 5th, 1865.

(Signed) J. J. PRIES,
D'y U. S. Marshal.

Order fixing rule taken by Fritz Huppenbauer.—December 2d, 1865.

UNITED STATES
vs.
844 LOTS & 10 SQUARES OF GROUND, PROPERTY of John Slidell. } No. 7686.

428 On motion of the district attorney, it is ordered that the rule taken by Fritz Huppenbauer on 3d August last be assigned for hearing on Friday, 8th ins't, at 11 o'clock a. m., and that he be notified hereof.

Notice of trial.

United States district court, eastern district of Louisiana.

UNITED STATES
vs
PROPERTY OF JOHN SLIDELL. } No. 7686.

To WHITAKER & FELLOWS, Esq'rs:

You are hereby notified that the above cause has been assigned for trial on Friday, the 8th December, 1865, at 11 a. m., on the rule taken by Huppenbauer.

By order of court.

(Signed) K. LOEW,
D'y Clerk.

NEW ORLEANS, *December 2d*, 1865.

Marshal's return.

429 Received December 4th, 1865, and same day, month, and year served a copy of the within notice on Whitaker and Fellows, in the hands of Judge Whitaker, personally, at the United States circuit court, clerk's office, in the custom-house building, in this city, said Whitaker being one of the firm of Whitaker & Fellows, named herein.

December 4th, 1865.

(Signed) J. J. PRIES,
D'y U. S. Marshal.

Order dismissing rule of Huppenbauer.—December 8th, 1865.

UNITED STATES
vs.
844 LOTS & 10 SQUARES OF GROUND, PROPERTY of John Slidell. } No. 7686.

The rule taken by Fritz Huppenbauer on 3d August last came up for trial—dis't att'y for United States, J. Q. A. Fellows for Huppenbauer—when, after hearing argument, it is ordered and decreed that the same be dismissed with costs.

430 SAME
vs.
SAME. }

The intervention filed by the Merchants' Bank of New Orleans was called up, and, by consent, continued till to-morrow, 9th ins't, at 11 a. m.—*Extract from the minutes, December 8th*, 1865.

Order continuance.—December 9th, 1865.

UNITED STATES
vs.
844 LOTS & 10 SQUARES OF GROUND, PROPERTY of John Slidell. } No. 7686.

The intervention of the Merchants' Bank of New Orleans was called up for trial—dis't att'y for libellants, T. A. Clarke, esq'r, for intervenors—when, after hearing counsel, it is ordered that the same be continued till Saturday next, 16th ins't, at 11 a. m.

431 *Intervention of the liquidators of the Merchants' Bank of New Orleans.—Filed Dec. 14th, 1865.*

To the honorable the judge of the district court of the United States in and for the eastern district of Louisiana:

The intervention and claim of J. M. Lapayre, Thomas Sloo, and G. Currie Duncan, liquidators of the Merchants' Bank of New Orleans, respectfully shows, that they were appointed liquidators as aforesaid by Major-General E. R. S. Canby, commanding the military department herein.

That, pursuant to the process of this honorable court, the marshal of this district had seized and advertized for sale, and was about to sell in the suit of the United States *vs.* Certain property of John Slidell, the following peice of real estate, viz:

Two lots of ground situate in the square bounded *bounded* by
432 Camp, Magazine, Gravier, & Natchez streets, designated by the Nos. 8 and 9 on a plan drawn by C. F. Zimple on the 21st January, 1835, and measure, viz: Lot No. 8, 21 feet 2 inches front on Camp street by 70 feet 11 inches deep on the side-line next to lot No. 7, and 70 feet 10 inches deep on the side-line dividing it from lot No. 9; and lot No. 9 measures 21 feet 8 inches front on Camp street and 70 feet 9 inches deep on the side-line of lot No. 10; all American measure, acquired from Charles A. Jacobs & Samuel Elkins, by an act before Wm. Christy, notary, dated 4th Feb'uary, 1835.

That on the 6th June, 1865, H. Legendre, John Riggin, & John E. Neèlis, representing themselves as liquidators of said Merchants' Bank, filed an intervention in this honorable court, to which petitioners herein refer, in which they allege that upon said lots of ground there is
433 a certain building of brick, the property of said bank, and lately used by them as a banking-house, and claiming that said building is the property of said bank, and that the ownership of said building is fully vested in said bank, and not liable to be sold, but that said claimants could not produce at the time documents exhibiting their title, as appears in said claim of said Legendre & others. That, upon application of said claimants, said sale was stayed.

Now your petitioners aver that they are loyal citizens of the United States and of the State of Louisiana, appointed since the filing said claim of said Legendre & als., filed as aforesaid; that said appointment was made in suppercedence of said Legendre, Riggin & Neilis.

That said lots, seized by the marshal aforesaid, were leased on the 24th day of March, 1850, by an act passed before Olivier Hazard Perry, notary public of New Orleans, by John Slidell to James Robb & Co.,
434 of New Orleans, a copy of which act, duly authenticated, is hereto

annexed for reference; that by the terms of said lease the lessor stipulated and promised to pay to the lessees the increased value which the buildings to be erected upon said lots by the lessees might give to the said lots, to be estimated as in said act stated, by arbitrators, at the time of termination of said lease; that said buildings were erected after said lease by said lessees.

Petitioners further aver that said Merchants' Bank acquired by a parol transfer from said James Robb & Co. their rights and interests in said lease on or about the month of December, 1857, and said property was delivered into their possession; that said lease was renewed from year to year by said bank until the year 1862, when the same was seized by the military authorities of the United States for their
435 use; that the right of said bank to said buildings, and to be paid for the same, remains intact.

Wherefore they pray that upon any sale of said property hereafter to be made the rights of your petitioners be fully reserved, according to the tenor of said lease, or such other relief and remedy be granted to them as in law they are entitled; and they ask for general relief.

(Signed) THO'S ALLEN CLARKE,
Proctor for Claimants.

JOHN M. LAPEYRE, being duly sworn, deposes and says, that all the facts and allegations in the foregoing petition contained are, to the best of his knowledge and belief, correct and true.

(Signed) J. M. LAPEYRE.

Sworn to and subscribed before me this 14th day of December, 1865.

(Signed) S. MYERS,
2d Justice of the Peace for the Parish of Orleans.

436 *Document filed with intervention of liquidators of the Merchants' Bank, &c.—Filed December 14th, 1865.*

UNITED STATES OF AMERICA,
State of Louisiana, parish of Orleans, city of Orleans:

Be it known that, on this twenty-eight' day of the month of March, in the year of our Lord one thousand eight hundred and sixty, and in the seventy-fourth of the Independence of the United States of America, before me, Oliver Hazard Perry, a notary public duly commissioned and sworn in and for this parish of Orleans, State of Louisiana, and in the presence of the witnesses hereinafter named and undersigned, personally came and appeared John Slidell, esq'r', a resident of this city of New Orleans, of the first part, and Messrs. James
437 Robb and Walter Tallant, both also residents of this city of New Orleans, associated together and trading and carrying on business in this city under the name and style of James Robb & Co., of the second part.

The said appearers severally declared and by these presents acknowledged that they have agreed, covenanted, and contracted, and do hereby agree, covenant, and contract, by and between themselves as follows, to wit:

The said John Slidell declared that, for and in consideration of the total price and sum hereinafter mentioned, payable in the manner hereinafter set forth, he has granted, demised, and leased, and does by these

presents grant, demise, and lease for ten years, to be computed from the sixth of March instant, unto said Messrs. James Robb & Walter Tallant, composing the said firm of James Robb & Co., of this city,
438 accepting for themselves, their heirs and assigns, and acknowledging due delivery and possession thereof:

Those two certain lots of ground situated in the municipality number "two" of this city, in Camp street, between Natchez and Gravier street, in the square comprised within Camp, Gravier, Natchez, and Bank Place streets, being the numbers fifty and fifty-two of the said Camp street, together the rights, ways, privileges, and advantages thereunto belonging; to have and to hold the said above-described and leased premises unto the said James Robb and Walter Tallant, their heirs and assigns for the full term of ten years, as aforesaid, commencing on the sixth day of March instant, and ending on the sixth of March, eighteen hundred and sixty.

This lease is made and accepted for and in consideration of the total price and sum of twenty-eight thousand dollars, being at the rate
439 of two thousand and eight hundred dollars per annum, payable quarterly, and for which the said lessees have furnished their forty joint promissory notes, dated this day, made to the order of the said lessor, for the sum of seventeen hundred dollars each, and payable respectively on the sixth of June, September, and December next, on the sixth of March, June, September, and December of the years from eighteen hundred and fifty-one to eighteen hundred and fifty-nine, inclusively, and on the sixth of March, eighteen hundred and sixty; and which notes were by me, notary, marked "ne varietur," in conformity with this lease, and delivered to the lessor, the receipt whereof is hereby acknowledged; the said lessees hereby binding themselves to pay of their own fund and without compensation on the part of said lessor, all municipal, city, parish, and State taxes, and charges of any kind which the
440 herein leased premises shall be liable for during the continuance of this lease, and to cause to be erected on the said leased lots of ground, at their own cost and expense, certain brick buildings, not to cost less than the sum of fifteen thousand dollars.

And the said John Slidell hereby binding himself, whenever so required by the said lessees, and on sixty days' notice, to loan unto them, the said lessees, the full sum of ten thousand dollars on their joint promissory note, and with an interest at the rate of eight per cent. per annum, payable semi-annually, the whole to be secured on the said buildings to be erected, and by the transfer to said lessor of the policy of insurance thereof.

And it is hereby finally agreed and understood by and between the parties hereto, that, at the termination of this lease, the increase value which the said buildings to be erected by the said lessees, as aforesaid, may give to the said lots of ground, shall be estimated and *and*
441 determined by two arbitrators, one to be appointed by the lessor and one by the lessees, and in case of disagreement between said arbitrators, they, said arbitrators, shall appoint an umpire, whose decision shall be final and binding upon the parties; it being well understood that the basis for such estimation shall be the difference between the value of the said lots if vacant, and that which they may have with the said contemplated buildings at the expiration of this lease, and the amount of which difference, at valuation, shall be paid by said lessor to said lessees.

Thus done and passed at the city of New Orleans, on the day, month, and year first above written, in the presence of Charles Labedoyère

Kernion and James W. Duplessis, competent witnesses, who have signed these presents with the said appearers and me, notary.

(Original signed) JOHN SLIDELL.
442 " JAMES ROBB.
" WALTER TALLANT.
" LABEDOYERE KERNION.
" JAMES DUPLESIS.
" OLIVER H. PERRY,
Not. Public.

I, Ernest Eude, a notary public duly commissioned and sworn, in and for the parish of Orleans, State of Louisiana, residing in said city, do hereby certify the following act to be a true copy of the original act on file in the notarial records of Oliver Hazard Perry, late a notary public in this parish of Orleans, which are in my possession as custodian thereof.

New Orleans, Dec. 8th, A. D. 1865.

(Signed) E. EUDE, *Not. Public.*
General custodian of all notarial records of persons out of office.

Hearing order.—W. R. Fish made party.—December 16th, 1865.

UNITED STATES
vs.
844 LOTS & 10 SQUARES OF GROUND, PROPERTY of John Slidell. } No. 7686.

This cause came up for trial upon the claim of the Merchants' Bank of New Orleans.—Dis't Att'y Goodloe for libellants, T. A. Clarke for claimants—when, after hearing the pleadings, it is ordered by the court that the cause be continued, and that W. R. Fish, the purchaser of the property in question, be made a party to these proceedings, and served with a copy of the intervention of said bank, and copy of this order.—*Extract from the minutes, December 16th*, 1865.

Marshal's return of service of order and copy of intervention on W. R. Fish.

Received December 18th, 1865, and on the 17th March, 1866, served a copy of the within order, and the intervention accompanying
444 same herein, personally, at his domicil, on W. R. Fish, named herein, No. 190 Race street, in this city.

(Signed) J. J. PRIES,
D'y U. S. Marshal.

NEW ORLEANS, *March* 17th, 1866.

Notice to Fritz Huppenbauer.

UNITED STATES
vs.
THE PROPERTY OF JOHN SLIDELL. } No. 7686.

To Mr. FRITZ HUPPENBAUER:

You are hereby that payment of the sum of $4,000, part of the purchased price of the property adjudicated to you in this case, is demand-

ed within three days from the service hereof on you, and in default thereof such steps will be taken as shall be necessary.

CLERK'S OFFICE,
January 20th, 1866.
(Signed) K. LOEW,
D'y Clerk.

Marshal's return.

Received January 22d, 1866, and on the same day, month, and
445 year served a copy of the within notice on Fritz Huppenbauer, personally, at United States restaurant, on Common street, between St. Charles and Camp streets, in this city.
(Signed) M. EGAN,
D'y U. S. Marshal.

NEW ORLEANS, *January 23d*, 1866.

Notice to take testimony.—March 28th, 1866.

United States district court, eastern district of Louisiana.

UNITED STATES
vs. } No. 7686.
PROPERTY OF JOHN SLIDELL.

To W. R. FISH, Esq.:

You are hereby notified that testimony will be taken in the above-entitled cause on Saturday, the 31st day of March, 1866, at the clerk's office of this court, at 2 o'clock p. m., on behalf of Merchants' Bank, intervenor.
(Signed) K. LOEW,
D'y Clerk.

446 NEW ORLEANS, *March 28th*, 1866.

Marshal's return.

Received March 28th, 1866, and on the same day, month, and year served a copy of the within notice on W. R. Fish, esq'r', named herein, personally, at his domicil, No. 190 Race street, in this city.
(Signed) M. EGAN,
D'y U. S. Marshal.

NEW ORLEANS, *March* 29, 1866.

Testimony.—Filed March 31st, 1866.

UNITED STATES
vs. } No. 7686.
JOHN SLIDELL'S PROPERTY.

Testimony taken March 31st, 1866. Present: T. A. Clarke, for intervenors, Mr. Beckwith for W. R. Fish.

JAMES ROBB, sworn for intervenors, says:

On 28th March, 1850, when we made the lease for this property, there existed no buildings on the lots; the present building was
447 erected subsequently by James Robb & Co. We retained posses-

sion of the premises until November or December, 1857. When the property was transferred to the bank of James Robb by James Robb & Co., all the interests *were* acquired under the lease, including our interest in the building, were transferred to the Merchants' Bank.

The transfer was made to the Merchants' Bank upon the condition that they should pay Mr. Slidell $10,000, which J. Robb & Co. had borrowed from Mr. Slidell. The bank assumed that note, and the balance of the costs due on the building. This was a verbal agreement. The bank was put into possession under this agreement; we were paid the amount in full; am unable to state the amount paid us by the bank for the building—between 18 or $20,000, I think.

(Counsel for W. R. Fish objects to the evidence as parole evidence.)

(Signed) JAMES ROBB.

Sworn to & subscribed before me this 31st March, 1866.

(Signed) CH'S CLAIBORNE,
U. S. C.

448 W'M S. MOUNT, sworn for intervenors, says:

I was the cashier of the bank of James Robb, called afterwards the Merchants' Bank; was cashier in 1857.

(Witness produces an extract from the minutes of the bank, marked "A.")

The note at the maturity was paid to Mr. Slidell on the 6th March, 1860, viz: note for $10,000 of James Robb & Co. The bank continued in the occupancy of the premises until August, 1862, when they were taken, under orders from General Butler, for the headquarters of the African troops.

There was no settlement between Mr. Slidell and the bank with regard to the value of the property.

(Signed) W. S. MOUNT.

Sworn to and subscribed before me this 31st March, 1866.

(Signed) CH'S CLAIBORNE,
U. S. Comm'r.

T. A. CLARKE, esq'r', sworn for intervenors, says:

449 I was Mr. Slidell's agent at the time of the transfer of the lease by James Robb to the bank of James Robb. Subsequently to that time I received from the bank, as agent of Mr. Slidell, the rent derived from the property up to the early part of 1862.

There was a negociation between the president of the Merchants' Bank and Mr. Slidell to purchase the ground upon which the buildings stand.

This negotiation was pending on the intervention of the lease. It was verbally agreed between Mr. Slidell and the president to renew the lease from year to year until they concluded either to buy the ground or sell the building. Things were left in that way in consequence of the war, and nothing was done. The note of J. Robb & Co. for $10,000 was paid at maturity to Mr. Slidell, to my own personal knowledge.

(Signed) THO'S ALLEN CLARKE.

Sworn to and subscribed before me this 31st March, 1866.

(Signed) CH'S CLAIBORNE,
U. S. Comm'r.

450 *Exception to intervention of Merchants' Bank.—Filed April 6th, 1866.*

District court of the United States of America for the eastern district of Louisiana, Hon. Edward H. Durell, judge.

UNITED STATES
vs.
THE PROPERTY OF JOHN SLIDELL.

In the matter of the intervention of J. M. Lapeyre, Thomas Sloo, and G. Currie Duncan, claiming and pretending to represent the Merchants' Bank of New Orleans.

EXCEPTION.

Now comes Wright R. Fish, purchaser of all of said property and premises named and described in the libel of intervention exhibited in this cause by the said intervenors, and having been, as such purchaser, made a party to these proceedings by an order of this honorable
451 court, heretofore duly made and entered, and, by protestation, not confessing or acknowledging all or any of the matters and allegations in and by the said libel of intervention set forth, contained, and complained of to be true and manner and form as the same are therein and thereby set forth and alleged, saith that he is advised that there is no matter or thing in intervenors' libel of intervention contained good and sufficient in law to call him, the said respondent, to account in this honorable court for the same, but that there is good cause of exceptions thereunto, and he does except thereunto accordingly, and for answers of exception, saith:

First. That the said intervenors' libel of intervention in case the same were true, which this respondent does in no manner admit, contains no matters of law or equity, fact or allegations, showing the said intervenors to possess any kind, grade, or description of privilege or lien,
452 either legal or equitable, in or to said lands and premises described in said libel of intervention, either at the time said libel was executed and filed, or at any time since, or entitling them to relief.

Second. That if the matters and allegations in said libel of intervention contained are true, it fully appears from said allegations that the said intervenors have never, at any time, possessed any legal right, title, ownership, claim, or privilege, in law or equity, either to said lands and lots described therein, or to any building or buildings and appurtenances erected thereon, but held the same, for a short time only, by bare naked possession at the will of the said John Slidell.

Third. That if the matters and allegations in said libel of intervention set forth are true, it appears all the pretended right, lien, or claim of said Merchants' Bank of New Orleans in and to said lots,
453 lands, and buildings in said libel described, depends upon a pretended sale and transfer to said bank of immovable property by parol agreement or sale.

Fourth. That if the matters and allegations in said libel of invervention contained and set forth are true, the said Merchants' Bank of New Orleans, a corporation located and doing business at the city of New Orleans, in this judicial district, did not intervene, assert, or pretended to intervene or assert their pretended right, ownership, or lien in and to said lots, lands, and buildings until long after full & complete title to

said property had vested in the United States, (of whom this respondent purchased the same,) by virtue of the judgment and decree of condemnation duly made and entered against the same by this honorable court based upon regular proceedings had in this court, of which
454 proceedings the said Merchants' Bank at all time had full notice and knowledge.

Fifth. That the matters and allegations in said libel of intervention contained and set forth are duplex, alternative, contradictory, conflicting, informal, insufficient, defective, and bad.

Wherefore, for these and for diverse other errors and defects contained in said libel of intervention, and appearing on the face thereof, the said respondent does as aforesaid except in law thereunto, and humbly crave the judgment of this honorable court, whether he is compellable, or ought to make answer thereunto, otherwise than aforesaid. And said respondent humbly prays that said intervention may be dismissed, and that the court adjudge to him his costs in this behalf most wrongfully sustained.

(Signed) W. R. FISH,
" S. H. TORREY,
" J. R. BECKWITH,
Respondent Proctors.

455 *Order fixing intervention, April 23d, 1866.—Extract from the minutes.*

UNITED STATES
vs. } No. 7686.
PROPERTY OF JOHN SLIDELL.

On motion of S. A. Torre, esq'r, attorney for W. R. Fish, herein represented by John K. Goodloe, it is ordered that the intervention herein filed by the Merchants' Bank be fixed for trial on Wednesday, 25th inst., at 11 o'clock a. m., and that the intervenors be notified hereof.

Notice of trial.

United States district court, eastern district of Louisiana.

UNITED STATES
vs. } No. 7686.
PROPERTY OF JOHN SLIDELL.

To T. A. CLARKE, Esq'r:

456 You are hereby notified that the above cause has been assigned for trial on the 25th day of April, 1866, at 11 a. m., upon the intervention of the Merchants' Bank.

By order of court.

New Orleans, April 23d, 1866.
(Signed) K. LOEW,
D'y Clerk.

Marshal's return.

Received April 23d, 1866, and on the 24th day of same month and year served a copy of the within notice on T. A. Clarke, esq'r, the attorney named herein, personally at his office, 38 & 40 Camp street in this city.

New Orleans, April 24th, 1866.
(Signed) J. J. PREIS,
D'y U. S. Marshal.

Affidavit and document.—Filed April 25th, 1866.

UNITED STATES
vs.
PROPERTY OF JOHN SLIDELL.

United States district court, eastern district of Louisiana.

To the honorable the judge of said court:

457 The petition of intervention of the Merchants' Bank of New Orleans respectfully shows, that since the filing of the petition of John M. Lapeyre, G. Currie Duncan, and Thomas Sloo, herein, by order of Major-General E. R. S. Canby, commanding department of Louisiana, the said bank and its assets and property of every kind have been turned over to the following directors: J. M. Denman, James Edwards, Alfred Kearney, Thomas Allen Clarke, and W. S. Mount, as by said order annexed will appear. They therefore appear herein, and intervene and claim as said intervenors claimed on behalf of said bank, and pray judgment accordingly.

(Signed) THO'S ALLEN CLARKE,
Proctor.

Thomas Allen Clarke, being duly sworn, says the foregoing allegations are true.

(Signed) THO'S ALLEN CLARKE.

Sworn to and subscribed before me this 25th April, 1866.

(Signed) K. LOEW,
Dy Clerk.

458 *Document filed with the foregoing, April 25th, 1866.*

[Special Orders No. 21.]

HEADQUARTERS, DEPARTMENT OF LOUISIANA,
New Orleans, La., January 25th, 1866.

(Extract.) * * *

2d. It appearing from the certificate of the inspectors appointed from these headquarters that the following-named persons received a majority of the votes cast at the election for directors of the Merchants' Bank of New Orleans, held pursuant to general orders No. 2, current series, from these headquarters, the bank, and its assets, and property of all kinds will be returned over to the directors elect, who will proceed with the liquidation: J. M. Denman, Thos. Allen Clarke, James Edwards, W. S. Mount, Alfred Kearney.

The present liquidators will make out a full report of all their transactions as such and forward it to these headquarters; and proper
459 receipts and vouchers will be given them by the directors at the time of the transfer.

By order of Major General E. R. S. Canby.

WICKHAM HOFFMAN,
As. Ad. General.

Official:

NATHANIEL BURBANK,
1st Lieut. Act'g Ass. Ad. Gen'l.

said property had vested in the United States, (of whom this respondent purchased the same,) by virtue of the judgment and decree of condemnation duly made and entered against the same by this honorable court based upon regular proceedings had in this court, of which
454 proceedings the said Merchants' Bank at all time had full notice and knowledge.

Fifth. That the matters and allegations in said libel of intervention contained and set forth are duplex, alternative, contradictory, conflicting, informal, insufficient, defective, and bad.

Wherefore, for these and for diverse other errors and defects contained in said libel of intervention, and appearing on the face thereof, the said respondent does as aforesaid except in law thereunto, and humbly crave the judgment of this honorable court, whether he is compellable, or ought to make answer thereunto, otherwise than aforesaid. And said respondent humbly prays that said intervention may be dismissed, and that the court adjudge to him his costs in this behalf most wrongfully sustained.

(Signed) W. R. FISH,
" S. H. TORREY,
" J. R. BECKWITH,
Respondent Proctors.

455 *Order fixing intervention, April 23d, 1866.—Extract from the minutes.*

UNITED STATES
vs.
PROPERTY OF JOHN SLIDELL. } No. 7686.

On motion of S. A. Torre, esq'r, attorney for W. R. Fish, herein represented by John K. Goodloe, it is ordered that the intervention herein filed by the Merchants' Bank be fixed for trial on Wednesday, 25th inst., at 11 o'clock a. m., and that the intervenors be notified hereof.

Notice of trial.

United States district court, eastern district of Louisiana.

UNITED STATES
vs.
PROPERTY OF JOHN SLIDELL. } No. 7686.

To T. A. CLARKE, Esq'r:

456 You are hereby notified that the above cause has been assigned for trial on the 25th day of April, 1866, at 11 a. m., upon the intervention of the Merchants' Bank.

By order of court.

New Orleans, April 23d, 1866.
(Signed) K. LOEW,
D'y Clerk.

Marshal's return.

Received April 23d, 1866, and on the 24th day of same month and year served a copy of the within notice on T. A. Clarke, esq'r, the attorney named herein, personally at his office, 38 & 40 Camp street in this city.

New Orleans, April 24th, 1866.
(Signed) J. J. PREIS,
D'y U. S. Marshal.

Affidavit and document.—Filed April 25th, 1866.

UNITED STATES
vs.
PROPERTY OF JOHN SLIDELL.

United States district court, eastern district of Louisiana.

To the honorable the judge of said court:

457 The petition of intervention of the Merchants' Bank of New Orleans respectfully shows, that since the filing of the petition of John M. Lapeyre, G. Currie Duncan, and Thomas Sloo, herein, by order of Major-General E. R. S. Canby, commanding department of Louisiana, the said bank and its assets and property of every kind have been turned over to the following directors: J. M. Denman, James Edwards, Alfred Kearney, Thomas Allen Clarke, and W. S. Mount, as by said order annexed will appear. They therefore appear herein, and intervene and claim as said intervenors claimed on behalf of said bank, and pray judgment accordingly.

(Signed) THO'S ALLEN CLARKE,
Proctor.

Thomas Allen Clarke, being duly sworn, says the foregoing allegations are true.

(Signed) THO'S ALLEN CLARKE.

Sworn to and subscribed before me this 25th April, 1866.

(Signed) K. LOEW,
D'y Clerk.

458 *Document filed with the foregoing, April 25th, 1866.*

[Special Orders No. 21.]

HEADQUARTERS, DEPARTMENT OF LOUISIANA,
New Orleans, La., January 25th, 1866.

(Extract.) * * *

2d. It appearing from the certificate of the inspectors appointed from these headquarters that the following-named persons received a majority of the votes cast at the election for directors of the Merchants' Bank of New Orleans, held pursuant to general orders No. 2, current series, from these headquarters, the bank, and its assets, and property of all kinds will be returned over to the directors elect, who will proceed with the liquidation: J. M. Denman, Thos. Allen Clarke, James Edwards, W. S. Mount, Alfred Kearney.

The present liquidators will make out a full report of all their transactions as such and forward it to these headquarters; and proper
459 receipts and vouchers will be given them by the directors at the time of the transfer.

By order of Major General E. R. S. Canby.

WICKHAM HOFFMAN,
As. Ad. General.

Official:

NATHANIEL BURBANK,
1st Lieut. Act'g Ass. Ad. Gen'l.

Hearing and submission on exception.—April 25th, 1866.

UNITED STATES
vs.
PROPERTY OF JOHN SLIDELL. } No. 7686.

The exception filed by W. R. Fish to the claim and intervention of the Merchants' Bank, came up for trial.

T. A. Clarke for Merchants' Bank by their liquidators.

S. H. Torrey & J. R. Beckwith for W. R. Fish.

And after hearing the pleadings and argument the court took
460 time to advise.

Judgment dismissing intervention of Merchants' Bank of New Orleans.—May 5th, 1866.

UNITED STATES
vs.
PROPERTY OF JOHN SLIDELL. } No. 7686.

For reasons orally assigned by the court, it is ordered, adjudged, and decreed that the claim and intervention of the liquidators of the Merchants' Bank of New Orleans be dismissed with costs.—*Extract from the minutes, May 5th, 1866.*

Judgment rendered May 5th, 1866. Judgment signed May 10th, 1866.

(Signed) E. H. DURELL,
Judge.

Petition of appeal & order.—Filed May 11th, 1866.

UNITED STATES
vs.
THE PROPERTY OF JOHN SLIDELL. } No. 7686.

Merchants' Bank of New Orleans, intervenor.

461 United States district court, in and for the eastern district of Louisiana. In admiralty.

To the honorable the judge thereof:

The Merchants' Bank of New Orleans, intervenors in the above-entitled cause, conceiving themselves aggrieved by the final decree entered on the fifth day of May last in the above-entitled cause, doth hereby appeal therefrom to the next circuit court of the United States, to be held in and for the said district, and he prays that this, his appeal, may be allowed, and that a transcript of the record and proceedings in the cause, duly authenticated, may be sent to the said circuit court.

(Signed) THO'S ALLEN CLARKE,
Proctor.

An appeal is allowed in this case as prayed for, returnable to the circuit court of the United States for the 6th circuit and eastern dis-
462 trict of Louisiana, the 1st Monday of November next; the appellant giving bond in the sum of $500 with good and solvent security conditioned as the law directs.

May 11th, 1866.

(Signed) E. H. DURELL,
Judge.

Appeal bond.—Filed May 12th, 1866.

UNITED STATES OF AMERICA,
Eastern district of Louisiana:

District court of the United States. In admiralty.

UNITED STATES
vs.
PROPERTY OF JOHN SLIDELL ON CLAIM OF Merchants' Bank, intervenor. } No. 7686.

Appeal bond.

Know all men by these presents that we, the Merchants' Bank of New Orleans, by T. A. Clarke as principal, and J. M. Denman as surety, are held and firmly bound unto the United States, in the sum of five hundred dollars, to be paid to the said United States, for the payment
463 of which, well and truly to be made in lawful money of the United States, we bind ourselves, and each of us, and each of our heirs, executors, administrators, jointly and severally, firmly by these presents, sealed with our seals, and dated at New Orleans the 12th day of May, 1866.

Whereas the above-named Merchants' Bank has appealed to the next term of the circuit court of the United States for the 6th circuit and eastern district of Louisiana, from a final judgment of the district court of the United States for said district, rendered against them, dismissing their intervention on the 5th day of May, 1866, in the above-entitled cause:

Now therefore the condition of this obligation is such that, if the above-named appellant shall prosecute his appeal to effect, and answer all damages and costs, and satisfy whatever judgment may be rendered against him, if he fails to make his appeal good, then this obli-
464 gation to be void; otherwise the same shall be and remain in full force and effect.

(Signed) THO'S ALLEN CLARKE, [L. S.]
For M. Bk.
" J. M. DENMAN. [L. S.]

Signed, sealed, and delivered in presence of—
(Signed) K. LOEW,
Dy Clerk.

Judgment of distribution.—Rendered May 21st, 1866.

UNITED STATES
vs.
844 LOTS & 10 SQUARES OF GROUND, THE PROPerty of John Slidell. } No. 7686.

The United States Marshal having returned into court the writ of venditioni exponas, showing that the whole proceeds of the property sold in this case are $100,410, of which is cash, $73,478, and at one year,

26,932; and it appearing that the following taxes are due on said property, to wit:

465	U. S. district tax	$325 51	
			325 51
	State tax, 1st dist., 1861	528 95	
	" " '62	425	
	" " '63	425	
	" " '64	425	
			1,803 95
	State tax, 2d dist., 1861	178 15	
	" " '62	178 15	
	" " '63	173 35	
	" " '64	173 35	
			703 00
	State tax, 4th dist., 1861	22 75	
	" " '62	22 75	
	" " '63	22 75	
	" " '64	22 75	
			91 00
	City tax int. & com., 1861	4,426 55	
	" " '62	2,726 85	
	" " '63	2,527 25	
			9,680 65
	City tax int. & com., 1864		3,453 59
	Clerk 6th C., No. 15231	$2 75	
	" " " 16417	2 75	
	Sh'ff " " "	1 75	
	" " " "	1 75	
	Clerk 2d c't, No. 21744	2 75	
	Sh'ff "	1 75	
			13 50
	Drainage tax, 2d dist		2,268 92
	" " 1st "		846 08
466	That the taxed costs allowed 25th July, 1865, amounted to		8,303 79
	Since which the following additional costs were incurred, viz:		
	Clerk		41 05
	Marshal		15 00
	Making a total of cost & taxes of		$27,546 04

Ordered adjudged, and decreed that, after deducting the whole from the gross proceeds, and paying over to the Citizens' Bank of L'a the sum of 5,000.00, being the proceeds of the property upon which rests their privilege for 160 shares of stock, and satisfying the paving privilege of Nicholson & Co. for 615.00, the balance of 67,248.96, composed of, cash, $40,316.96; & at one year, 26,932, to be kept in the register, subject to the further orders of the court, pending the appeal taken by F. A. Marcuard, and the Citizens' Bank of Louisiana, and the liquidators of the Merchants' Bank of New Orleans.

467 Intervenors herein.—*Extract from the minutes of 21st May*, 1866.

Agreement relative to appeal.—Filed July 18th, 1866.

UNITED STATES
vs.
844 LOTS & 10 SQUARES OF GROUND, PROPERTY of John Slidell, on appeal by Merchants' Bank. } No. 7686.

For the purpose of simplifying the record and avoiding unnecessary costs, it is agreed that the transcript of appeal shall consist of the libel monition, warrant, and marshal's return, the decree of condemnation, the venditioni exponas, and marshal's return thereon, the intervention of said Merchants' Bank, and all proceedings had thereon, and that the clerk shall omit from the transcript all other proceedings not affecting the claim of said bank, the privilege being reserved to either party
468 to add such other proceedings and documents as they may think proper.

(Signed) THO'S ALLEN CLAKE,
For M. B'k.
" SAM. H. TORREY,
For R. W. Fish.
" C. S. KELLOGG,
Ass't U. S. Att'y.

Order to make private act on act of deposit.—Filed April 14th, 1866.

UNITED STATES
vs.
PROPERTY OF JOHN SLIDELL. } No. 7686.

On motion of A. Pitot, of counsel for the Citizens' Bank of L'a, and on suggesting to the court that the recognition of the indebtedness of John Slidell to said bank is contained in an act under private signature, signed by John Slidell in Paris, which has never been recorded in a notary's office, and that the preservation of said document is necessary to protect the rights of said Citizens' Bank against the said John
469 Slidell, and on further suggesting to the court that said original document is on file among the papers of this case, it is ordered by the court that the clerk of this court be authorized to make a deposit of said document in a notary's office in New Orleans, so as to make an authentic act of the same, and to file herein a certified copy of the same in place of said original; the expense of registry and copy to be paid by the Citizens' Bank.

Copy of act offered by Citizens' Bank of Louisiana, and filed March 31st, 1865, and made an act of deposit before Notary Grima, on 24th April, 1868.

UNITED STATES OF AMERICA,
State of Louisiana, City of New Orleans:

Be it known that on this twentieth day of the month of April, in the year of our Lord one thousand eight hundred and sixty-eight, and
470 of the Independence of the United States of America the ninety-second, before me, Felix Grima, a notary public, duly commis-

26,932; and it appearing that the following taxes are due on said property, to wit:

465	U. S. district tax	$325 51	
			325 51
	State tax, 1st dist., 1861	528 95	
	" " '62	425	
	" " '63	425	
	" " '64	425	
			1,803 95
	State tax, 2d dist., 1861	178 15	
	" " '62	178 15	
	" " '63	173 35	
	" " '64	173 35	
			703 00
	State tax, 4th dist., 1861	22 75	
	" " '62	22 75	
	" " '63	22 75	
	" " '64	22 75	
			91 00
	City tax int. & com., 1861	4,426 55	
	" " '62	2,726 85	
	" " '63	2,527 25	
			9,680 65
	City tax int. & com., 1864	.....	3,453 59
	Clerk 6th C., No. 15231	$2 75	
	" " " 16417	2 75	
	Sh'ff " " "	1 75	
	" " " "	1 75	
	Clerk 2d c't, No. 21744	2 75	
	Sh'ff "	1 75	
			13 50
	Drainage tax, 2d dist		2,268 92
	" " 1st "		846 08
	That the taxed costs allowed 25th July,		
466	1865, amounted to		8,303 79
	Since which the following additional costs were incurred, viz:		
	Clerk		41 05
	Marshal		15 00
	Making a total of cost & taxes of		$27,546 04

Ordered adjudged, and decreed that, after deducting the whole from the gross proceeds, and paying over to the Citizens' Bank of L'a the sum of 5,000.00, being the proceeds of the property upon which rests their privilege for 160 shares of stock, and satisfying the paving privilege of Nicholson & Co. for 615.00, the balance of 67,248.96, composed of, cash, $40,316.96; & at one year, 26,932, to be kept in the register, subject to the further orders of the court, pending the appeal taken by F. A. Marcuard, and the Citizens' Bank of Louisiana, and the liquidators of the Merchants' Bank of New Orleans.

467 Intervenors herein.—*Extract from the minutes of* 21*st May*, 1866.

Agreement relative to appeal.—Filed July 18*th*, 1866.

UNITED STATES *vs.* 844 LOTS & 10 SQUARES OF GROUND, PROPERTY of John Slidell, on appeal by Merchants' Bank.	No. 7686.

For the purpose of simplifying the record and avoiding unnecessary costs, it is agreed that the transcript of appeal shall consist of the libel monition, warrant, and marshal's return, the decree of condemnation, the venditioni exponas, and marshal's return thereon, the intervention of said Merchants' Bank, and all proceedings had thereon, and that the clerk shall omit from the transcript all other proceedings not affecting the claim of said bank, the privilege being reserved to either party
468 to add such other proceedings and documents as they may think proper.

(Signed) THO'S ALLEN CLAKE,
For M. B'k.

" SAM. H. TORREY,
For R. W. Fish.

" C. S. KELLOGG,
Ass't U. S. Att'y.

Order to make private act on act of deposit.—Filed April 14*th*, 1866.

UNITED STATES *vs.* PROPERTY OF JOHN SLIDELL.	No. 7686.

On motion of A. Pitot, of counsel for the Citizens' Bank of L'a, and on suggesting to the court that the recognition of the indebtedness of John Slidell to said bank is contained in an act under private signature, signed by John Slidell in Paris, which has never been recorded in a notary's office, and that the preservation of said document is necessary to protect the rights of said Citizens' Bank against the said John
469 Slidell, and on further suggesting to the court that said original document is on file among the papers of this case, it is ordered by the court that the clerk of this court be authorized to make a deposit of said document in a notary's office in New Orleans, so as to make an authentic act of the same, and to file herein a certified copy of the same in place of said original; the expense of registry and copy to be paid by the Citizens' Bank.

Copy of act offered by Citizens' Bank of Louisiana, and filed March 31*st*, 1865, *and made an act of deposit before Notary Grima, on* 24*th April*, 1868.

UNITED STATES OF AMERICA,
State of Louisiana, City of New Orleans:

Be it known that on this twentieth day of the month of April, in the year of our Lord one thousand eight hundred and sixty-eight, and
470 of the Independence of the United States of America the ninety-second, before me, Felix Grima, a notary public, duly commis-

sioned and sworn in and for this city and the parish of Orleans, therein residing, and in the presence of the witnesses hereinafter named and undersigned, personally appeared Charles Claiborne, esq'r, of the said city of New Orleans, herein acting in his capacity of clerk of the district court of the United States of America, for the district of Louisiana, holding sessions in the city of New Orleans, who declared that, by virtue of an order of the honorable Edward E. Durell, judge of the said district court of the United States for the district of Louisiana, bearing date the fourteenth day of April, eighteen hundred and sixty-eight, issued in the suit entitled United States vs. The property of John Slidell, No. 7686 of the docket of said court.

On motion of A. Pitot, esq'r, of counsel for the Citizens'
471 Bank of Louisiana, and on suggesting that the recognition of the indebtedness of the said John Slidell to the said Citizens' Bank, in an act under private signature by John Slidell in Paris, has never been recorded in a notary's office, that the preservation of the same is necessary to protect the right of the said Citizens' Bank against the said John Slidell, and that the said original document is on file among the papers of the case, it has been ordered and decreed by the said court, that the clerk of said court be authorized to make a deposit of said document in the office of a notary public in New Orleans, in order to make an authentic act of the same, and to file in said court a certified copy of the same in place of said original, as appears by the said order of court, a certified copy whereof has been delivered to me by the said appearer, and is hereunto, for reference, annexed.

472 Now, therefore, the said Charles Claiborne has in his said capacity produced and delivered to me, notary, the said document being a recognition of the said indebtedness of John Slidell, under private signature, signed by the said John Slidell in Paris, France, on the twenty-seventh day of November, eighteen hundred and sixty-two, to be recorded as aforesaid among my notarial records, and at the request of the said appearer, and in obedience to the above-recited order of court, I, the said notary, have registered and deposited in this current register of my notarial deeds the said original document, there to remain and serve for reference in case of need hereafter, and as to right and justice may appertain*ed*, which said original document or recognition of indebtedness of the said John Slidell I have herein copied verbat*um* as follows, to wit:

473 "In conformity to a resolution, adopted by the board of directors of the Citizens' Bank of Louisiana, at New Orleans, State of Louisiana, at their sitting on the 17th July, 1862, which resolution, as shown by a duly-certified copy thereof transmitted to the undersigned, is in the words and figures following, to wit:

"Extract from the minutes of the Citizens' Bank, at her sitting of the 17th July, 1862.

"A mortgage having been executed by act of the 2d May last by Tho's A. Clarke, as attorney-in-fact of John Slidell, on four lots of ground and stores, situated in the square bounded by St. Charles, Common, Camp, and Gravier streets, to secure the payments made or to be made by Ad. Marcuard & Co. of Paris, to said Slidell, under a letter of credit of this bank for f's 100,000, dated 3d September, 1861, and Mr. Slidell having since borrowed of Mr. Fred. Marcuard & Co., as per act,
474 under private signature, dated at Paris on the 4th June last, a sum of f's 250,000, in security of which loan he granted by said

act first mortgage, (the aforesaid mortgages in favor of this bank being then unknown to him,) on sundries properties situated in this city, valued therein at $297,500, among which are included the four stores above described. Mr. Tho's Allen Clarke asked the bank, in order to secure to Mr. Marcuard the benefit of the first mortgage as contracted by Mr. Slidell, to yield priority of mortgage in favor of said Marcuard, on the four stores above described.

"The bank considering that the property mortgaged to Mr. Marcuard far exceeds in value the amount by him loaned, leaving yet a very ample security to the bank, the above application was granted on the express condition, that in case of foreclosure and sale by said Marcuard of the property mortgaged to him under said act of 4th June last, he shall first exhaust his right of seizure and sale against the balance of the
475 property mortgaged to him; and provided further, that this condition shall be approved by Messrs. Slidell & Marcuard.

"A true copy.

"We the undersigned, Frederick Adolphe Marcuard, of Paris, France, and John Slidell, of New Orleans, Louisiana, now residing in Paris, being parties to the act under private signature of 4th June last, referred to in said resolution, hereby accept to ratify and confirm*ed* the priority of mortgage yielded or to be yielded by said Citizens' Bank of Louisiana in favor of said Marcuard, as related in the above resolution, on the four lots of ground and stores thereon described belonging to said John Slidell, situated in the city of New Orleans in the square bounded by St. Charles, Common, Camp, and Gravier streets; and in consideration of the priority of mortgage thus consented to by said bank, we hereby jointly and seperately contract and agree, as required by
476 said resolution, that in case of foreclosure and sale by Mr. Marcuard of the property mortgaged to him under said act of 4th June last, as therein described and enumerated, he shall not foreclose on the four stores herein-above described until he shall have exhausted his right of seizure and sale on the balance of the property mortgage.

"In testimony whereof, we have hereunto signed our names in the city of Paris, France, this 27th day of November, 1862, in presence of the undersigned witnesses.

(Signed) "JOHN SLIDELL.
" "AD. MARCUARD.

Witness:
(Signed) "ALFRED ANDRES.
" "A. DE NEUFLIZE.

"Which document is endorsed as follows, to wit:
"4. 7686. Offered by Citizens' Bank. March 31st, 1865. K. Loew, d'y clerk."

477 And now I, the said notary, having copied verbatim, and registered as herein above, the said document, did carefully compare the above copy with the said original document delivered to me to be deposited among my notarial records; and having found the said copy correct in all its parts, I have annexed, in conformity with the said order of court and the request of the said appearer, the said original document to the act of deposit in this my current register of notarial deeds, to serve and avail as occasion may require.

And now to these presents come and intervened Messrs. Ch's W. Cammack and Leopold Delery, both residing in the said city of New Orleans, who having been duly sworn by me, notary, according to law,

declared and said, that they are well acquainted with the handwriting and signature of Mr. John Slidell, late of the city of New Orleans, residing in Paris, France, and who having examined the said original document and the signature, "John Slidell," to the same, declare on
478 their oath that the said signature is the true and genuine signature of the said John Slidell.

Thus done and passed in my office, at the city of New Orleans, on the day, month, and year first before written, in the presence of Messrs. Charles J. Andry and Edgar Grima, competent witnesses, who have signed these presents, with the said appearers and me, notary, after reading the whole.

(Original signed) CH'S CLAIBORNE,
Clerk of U. S. Dist. Court, Dist. of Louisiana.
C. W. CAMMACK.
J. L. DELERY.
CH'S J. ANDRY.
EDGAR GRIMA.
F. GRIMA,
Not. Public.

A true copy of the original extent for reference among the records of my office.

New Orleans, April 20th, 1868.

(Signed) F. GRIMA,
Not. Public.

Motion and order allowing John Slidell a writ of error.—Filed March 17th, 1870.

479 UNITED STATES
vs.
844 LOTS & 10 SQUARES OF GROUND, THE property of John Slidell. } No. 7686.

United States district court, district of Louisiana.

On motion of T. A. Clarke, attorney for John Slidell, and on presenting a writ of error directed to this court from the honorable the circuit court of the United States for the 5th circuit and district of Louisiana, in this cause—

It is ordered the same be allowed, returnable to the next term of the circuit court of the United States for the 5th circuit and district of Louisiana, the said John Slidell giving bond in the sum of $1,000 with security, according to law.

Bond for writ of error.—Filed March 17th, 1870.

Know all men by these presents, that we, John Slidell as principal, and Tho's Allen Clarke as surety, are held and firmly bound
480 unto the United States of America in the full and just sum of one thousand dollars, to be paid to the said United States their certain attorney, to which payment well and truly to be made we bound ourselves, or heirs, executors, and administrators, jointly and severally by these presents, sealed with our seals and dated this 17th day of March, in the year of our Lord one thousand eight hundred and seventy.

Whereas, lately, at a district court of the United States holding ses-

sions in and for the district of Louisiana, in a suit depending in said district court, wherein the United States is plaintiff, and 844 lots and 10 squares of ground, the property of John Slidell, is defendant, judgment was rendered against the said property and said defendant; and the said John Slidell having obtained a writ of error and filed a copy thereof in the clerk's office of the said district court to reverse the judgment in the aforesaid suit, and a citation, directed to the said United
481 States, citing and admonishing them to be and appear at a circuit court of the United States to be holden at New Orleans, the 4th Monday of April next:

Now the condition of the above obligation is such, that if the said John Slidell shall prosecute his writ to effect, and answer all damages and costs if he fails to make his plea good, then the above obligation to be void; else to remain in full force and virtue.

(Signed) P. p. JOHN SLIDELL.
THO'S ALLEN CLARKE. [L. S.]
THO'S ALLEN CLARKE. [L. S.]

Sealed and delivered in presence of—

Approved:
(Signed) E. H. DURELL,
Judge.

Motion and order allowing Citizens' Bank of Louisiana a writ of error.—Filed 17th March, 1870.

UNITED STATES
vs.
844 LOTS & 10 SQUARES OF GROUND, PROPERTY of John Slidell. } No. 7686.

482 United States district court, district of Louisiana.

On motion of Armand Pitot, attorney for the Citizens' Bank of Louisiana, and on presenting a writ of error directed to this court from the honorable the circuit court of the United States for the 5th circuit & district of Louisiana, in this cause—

It is ordered that the same be allowed, returnable to the next term of the circuit court of the United States for the 5th circuit and district of Louisiana, upon giving bond in the sum of $500 with surety, according to law.

Bond for writ of error.—Filed March 17th, 1870.

UNITED STATES
vs.
844 LOTS & 10 SQUARES OF GROUND, PROPERTY of John Slidell. } No. 7686.

Know all men by these presents that we, the Citizens' Bank of
483 Louisiana, as principal, and *and* John G. Gaines, as surety, are held and firmly bound unto the United States of America in the full and just sum of five hundred dollars, to be paid to the United States their certain attorneys, to which payment well and truly to be made we bind ourselves, our heirs, executors, and administrators, jointly and sev-

erally, by these presents. Sealed with our seals and dated this 17th day of March, in the year of our Lord one thousand eight hundred and seventy.

Whereas lately, at a district court of the United States, holding sessions in and for the district of Louisiana, in a suit depending in said district court, wherein the United States is plaintiff and 844 lots and 10 squares of ground, the property of John Slidell, is defendant, and the Citizens' Bank of Louisiana is intervenor, judgment was rendered against the said Citizens' Bank of Louisiana, intervenors, and the said
484 Citizens' Bank of Louisiana having obtained a writ of error and filed a copy thereof in the clerk's office of the said district court, to reverse the judgment in the aforesaid suit, and a citation directed to the said United States citing and admonishing them to be and appear at a circuit court of the United States to be holden at New Orleans the 4th Monday of April next:

Now the condition of the above obligation is such that if the said Citizens' Bank of Louisiana shall prosecute its writ to effect and answer all damages and costs, if it fail to make its plea good, then the above obligation to be void; else to remain in full force and virtue.

(Signed) J. G. GAINES. [L. S.]
J. G. GAINES,
President.

Sealed and delivered in presence of—

Approved:
(Signed) E. H. DURELL, *Judge.*

485 *Motion and order allowing F. A. Marcuard a writ of error.—Filed March 30th*, 1870.

UNITED STATES
vs.
844 LOTS & 10 SQUARES OF GROUND, THE PROPERTY of John Slidell. } No. 7686.

United States district court, district of Louisiana.

On motion of Tho's L. Bayne, attorney for Frederic Adolphe Marcuard, and on presenting a writ of error directed to this court *directed to this court* from the honorable the circuit court of the United States for the 5th circuit and district of Louisiana in this cause, it is ordered that the same be allowed, returnable to the next term of the circuit court of the United States for the 5th circuit and district of Louisiana, on giving bond in the sum of $500, with surety, according to law.

Bond for writ of error.—Filed March 30th, 1870.

486 UNITED STATES
vs.
844 LOTS & 10 SQUARES OF GROUND, PROPERTY of John Slidell. } No. 7686.

Know all men by these presents that we, Frederick Adolphe Marcuard, as principal, and F. A. Clarke, as surety, are held and firmly bound unto the United States in the full and just sum of five hundred dollars,

to be paid to the said United States, its certain attorney, or assigns, to which payment, well and truly to be made we bind ourselves, our heirs, executors, and administrators, jointly and severally, by these presents. Sealed with our seals and dated this 30th day of March, in the year of our Lord one thousand eight hundred and seventy.

Whereas lately, at a district court of the United States, in and for the district of Louisiana, on the 7th day of July, 1865, in a suit depending in said district court, wherein the United States are plaintiffs,
487 844 lots and 10 squares of ground, property of John Slidell, are defendants, and F. A. Marcuard is intervenor, judgment was rendered against the said F. A. Marcuard dismissing his intervention, and the said F. A. Marcuard having obtained a writ of error, and filed a copy thereof in the clerk's office of the said district court, to reverse the judgment in the aforesaid suit, and a citation directed to the said United States citing and admonishing them to appear at a circuit court of the United States, to be holden at New Orleans the 4th Monday of April next:

Now the condition of the above obligation is such that if the said F. A. Marcuard shall prosecute its writ to effect and answer all damages and costs, if he fails to make his plea good, then the above obligation to be void; else to remain in full force and virtue.

For F. A. MARCUARD,
" THO'S L. BAYNE, *Att'y.*
" THOMAS ALLEN CLARKE.

Sealed and delivered in presence of—

488 *Motion and order allowing Merchants' Bank of New Orleans a writ of error.—Filed March 30th*, 1870.

UNITED STATES
vs.
844 LOTS & 10 SQUARES OF GROUND, THE PROPERTY of John Slidell. } No. 7686.

United States district court, district of Louisiana.

On motion of Henry Renshaw, j'r, attorney for the Merchants' Bank of New Orleans, and on presenting a writ of error directed to this court from the honorable the circuit court of the United States for the 5th circuit and district of Louisiana, in this cause, it is ordered that the same be allowed, returnable to the next term of the circuit court of the United States for the 5th circuit and district of Louisiana, on giving bond in the sum of $500, with surety, according to law.

Bond for writ of error.—Filed March 30th, 1870.

489 UNITED STATES
vs.
844 LOTS & 10 SQUARES OF GROUND, THE PROPERTY of John Slidell. } No. 7686.

Know all men by these presents that we, the Merchants' Bank of New Orleans, as principal, and E. H. Reynes, as surety, are held and firmly bound unto the United States & W'm R. Fish in the full and just sum of five hundred dollars, to be paid to the said United States and W. R. Fish, their certain attorney, executors, administrators, or assigns, to

which payment well and truly to be made we bind ourselves, our heirs, executors, and administrators, jointly and severally, by these presents. Sealed with our seals, and dated this 30th day of March, in the year of our Lord one thousand eight hundred and seventy.

Whereas lately, at a district court of the United States in and for the district of Louisiana, on the 5th May, 1866, in a suit depending in said district court, wherein the United States are plaintiffs and 844 lots
490 and 10 squares of ground, the property of John Slidell, are defendants, and the Merchants' Bank of New Orleans is intervenor, judgment was rendered against the said Merchants' Bank, intervenor, dismissing their intervention: and the said Merchants' Bank having obtained a writ of error and filed a copy thereof in the clerk's office of the said district court, to reverse the judgment in the aforesaid suit, and a citation directed to the said United States and W. R. Fish, citing and admonishing them to be and appear at a circuit court of the United States to be holden at New Orleans 4th Monday of April next:

Now the condition of the above obligation is such that if the said Merchants' Bank of New Orleans shall prosecute its writ to effect and answer all damages and costs, if it fail to make its plea good, then the above obligation to be void; else to remain in full force and virtue.

(Signed) E. H. REYNES. [L. S.]
President.
E. H. REYNES. [L. S.]

Sealed and delivered in presence of—

491 District court of the United States, eastern district of Louisiana.

I certify that the foregoing five hundred and twenty-three pages do contain and form a complete and correct transcript of all the proceedings had, documents filed, and evidence adduced on the trial of the case of the United States vs. 844 lots and 10 squares of ground, property of John Slidell, No. 7686 of the docket, with exceptions of the document filed by John Arrowsmith and Fritz Huppenbauer, intervenors, who have withdrawn the same; and also the documents named in the note of evidence of Mrs. Myra Clarke Gaines, which are all of record in various suits now on file in the circuit court of the United States in this district.

In testimony whereof I hereunto set my hand and the seal of court at N. Orleans this 22d day of April, A. D. 1870, and the 94th year of American Independence.

(Signed) [SEAL.] K. LOEW,
D'y Clerk.

492 PROCEEDINGS IN UNITED STATES CIRCUIT COURT.

Assignment of error of John Slidell.—Filed 25th April, 1870.

United States circuit court, district of Louisiana.

UNITED STATES, DEFENDANTS IN ERROR,
vs.
844 LOTS & 10 SQUARES OF GROUND, PROPERTY of John Slidell. } No. 6158.

Error from district court of Louisiana.

John Slidell, plaintiff in error, assigns as error and prays therefor

that the judgment of the district court be reversed and the property condemned restored to him.

1st. That the said district court was and is without jurisdiction of the matters and things in the libel of information alleged.

2d. That the act of Congress of 17th July, 1862, is null and void
493 as in contravention to the Constitution of the United States.

3d. That the said district court assumed jurisdiction over things not authorized to be seized by the terms of said act of 17th July, 1862.

4th. That the said property was not seized or in the custody of the court at the time it assumed and exercised jurisdiction.

5th. That there does not appear to have been authority from the President of the United States for any seizure or other proceedings.

6th. That the marshal of the United States does not appear to have had authority from the President of the United States to seize the said property.

7th. That the said marshal has acted upon no legal proofs or warrant as required by law.

8th. That the marshal of the United States did not appear to seize, maintain a seizure of said property to give jurisdiction to said court.

494 9th. That the libel of information is defective setting forth no ground of offence against the thing libelled.

10th. That said libel of information is unwarranted by the terms of the act of Congress of 17th July, 1862.

11th. That said libel does not charge with distinctness the offences, act, time, nor place, the plaintiff in error of having violated the laws and amounts of things contrary and inconsistent of the United States, and does not conclude or aver that said matters and things alleged to be contrary to the form of the statute, a statuted of the United States in such case provided.

12th. The decree of said district court was entered without due form. That the said John Slidell was not called and duly defaulted.

13th. That said John Slidell does not appear to have been tried by jury for the offences in said libel charged.

14th. That it does not appear that notice or notices, seizure or
495 seizures, were made, as required to give, maintain the jurisdiction of a court of admiralty.

Wherefore the said Slidell, plaintiff in error, prays a reversal of said decree, and for said other and further relief as may to the court seem meet, and specially reserves the right to file other specifications of the manifold errors and inconsistencies of the proceedings of this cause.

(Signed) THO'S ALLEN CLARKE,
Proctor.

Rule and grounds for dismissal of writs of error.—Extract from the minutes of May 13th, 1870.

Circuit court of the United States, fifth circuit and district of Louisiana, April term, A. D. 1870.

NEW ORLEANS, *Friday, 13th day of May*, 1870.

Court met pursuant to adjournment. Present, the Hon. W. B. Woods, presiding judge; the Hon. E. H. Durell, district judge.

UNITED STATES, DEFENDANTS IN ERROR,
vs.
844 LOTS & 10 SQUARES OF GROUND, PROPERTY of John Slidell. } No. 6158.

496 On motion of A. B. Long, United States attorney, ordered that

the plaintiff in error show cause on Saturday, 21st instant, at 11 a. m., why the writs of error in this cause should not be dismissed on the grounds filed.

Marshal's return.

Received May 14th, 1870, by the United States marshal, and on the same day, month, and year served copies of the within rule on the plaintiffs in error herein as follows, viz: on John Slidell, F. A. Marcuard, and Merchants' Bank of New Orleans, through Clarke, Bayne & Renshaw, their attorneys, by delivering the same to Tho's L. Bayne, of the said attorneys, in person.

On Citizens' Bank of Louisiana, plaintiff in error, by delivering the same to John G. Gaines, president thereof, in person.

New Orleans, May 14th, 1870.

S. W. REED,
D'y U. S. Marshal.

Grounds.—Filed May 13th, 1870.

United States circuit court.

497 THE UNITED STATES, DEF'D'TS IN ERROR,
vs.
844 LOTS & 10 SQUARES OF GROUND, THE PROPERTY of John Slidell. } No. 6158.

A. B. Long, attorney of the United States, defendants in error, this day move the court to dismiss the several writs of error herein sued out by John Slidell, Frederick A. Marcuard, the Merchants' Bank of New Orleans, and the Citizens' Bank of Louisiana, on the grounds—

1st. That the said several writs of error were not made returnable to the next circuit court to be holden in the district after the rendition of the several judgments complained of.

2d. That several terms of the circuit court intervened after the rendition of the several judgments complained of and the return-day of the respective writs of errors.

3d. That the transcript of the record, proceedings, and judgments returned with said several writs of error, is not and does not pur-
498 port to be a transcript of the records of proceedings and judgments had in the court, to the judge of which the said several writs of error are addressed, or which is named and referred to by the said plaintiffs in error in their several petitions for the said writs, or in the said writs, or in the bonds given therefor.

And thereupon it was ordered that said plaintiffs in error show cause why said writs of error should not be dismissed. Returnable on Saturday, 21st May inst., at 11 o'clock a. m.

Withdrawal of rule.—Extract from minutes of May 21st, 1870.

UNITED STATES, DEF'TS IN ERROR,
vs.
844 LOTS & 10 SQUARES OF GROUND,
property of John Slidell. } No. 6158.

On motion of district attorney, it is ordered that the rules to dismiss the writs of error in the above cases entered on 13th instant be withdrawn.

499 *Joinder in error.—Filed May 23d, 1870.*

United States circuit court for 5th circuit and district of Louisiana.

UNITED STATES, DEF'TS IN ERROR,
vs.
844 LOTS & 10 SQUARES OF GROUND, the property of John Slidell.
} No. 6158. In error.

And afterwards, to wit, on the 23d day of May, in April term, in the year of our Lord one thousand eight hundred and seventy, the said United States, by A. B. Long, its attorney, freely comes here into court and says there is no error either in the record and proceedings aforesaid, or in the giving of the judgment aforesaid, and he prays that the said circuit court of judicature, before the justices thereof now here, may proceed to examine as well the record and proceedings aforesaid, in form aforesaid given, may be in all things affirmed.

500

(Signed) A. B. LONG,
U. S. Attorney.

Assignment of error by F. A. Marcuard.—Filed May 25th, 1870.

United States circuit court.

UNITED STATES, DEF'T IN ERROR,
ads.
844 LOTS & 10 SQUARES OF GROUND, property of John Slidell.
} No. 6158.

Assignment by F. A. Marcuard, plaintiff in error, of errors for which he prays the reversal of the judgment of the district court, and such relief as may be just and proper.

1st. That said judgment was for the United States instead of said Marcuard.

2d. That a commission to take testimony was refused him.

3d. That said district court had no jurisdiction of the matters and things libelled and adjudged.

4th. That the proceedings, from beginning to end, were without warrant of law.

501 5th. That an issue of facts being tendered, no trial by jury was allowed or had.

6th. That the act of Congress under which proceedings were taken and prosecuted was, and is, in violation of the Constitution of the United States, and so null and void and afford' no warrant for said proceedings.

7th. That no reservation of the rights of this plaintiff in error was made.

(Signed) THO'S L. BAYNE,
Proctor for F. A. Marcuard.

Assignment of errors by the Citizens' Bank of Louisiana.—Filed May 25th, 1870.

United States circuit court.

UNITED STATES, DEF'TS IN ERROR,
ads.
844 LOTS AND 10 SQUARES OF GROUND, PROPerty of John Slidell.
} No. 6158.

Assignment by the Citizens' Bank of Louisiana, plaintiff in error,

502 of errors for which it prays the reversal of the judgment of the district court, and such relief as may be just and proper.

1st. That said judgment was for the United States instead of said Citizens' Bank of Louisiana.

2d. That a commission to take testimony was refused it.

3d. That said district court had no jurisdiction of the matters and things libelled and adjudged.

4th. That the proceedings, from beginning to end, were without warrant of law.

5th. That an issue of fact being tendered, no trial by jury was allowed or had.

6th. That the act of Congress under which proceedings were taken and prosecuted was, and is, in violation of the Constitution of the United States, and so null and void and afford' no warrant for said proceedings.

7th. That no reservation of the rights of this plaintiff in error was made.

(Signed) ARMAND PITOT,
For Citizens' Bank of La.

503 *Assignments of errors by the Merchants' Bank of New Orleans.—Filed May 25th*, 1870.

United States circuit court.

UNITED STATES, DEF'TS IN ERROR, *ads.*
844 LOTS & 10 SQUARES OF GROUND, THE property of John Slidell. } No. 6158.

The Merchants' Bank of New Orleans, plaintiffs in error, assign as error, and for which the judgment of the district court shall be reversed and the property restored to them, and for while they pray and for general relief:

1st. That the judgment was for the plaintiff, the United States, and instead of the said bank.

2d. That the original process of the subsequent proceedings were without warrant of law.

3d. That the court refused the said bank a trial by jury.

504 4th. That the court made Wright R. Fish a party.

5th. That the property being in the custody of the court, and the sale suspended, the rights of said bank was not allowed.

6th. That all the said proceedings are now in violation of the fondamantal law of the land; the said act of the Congress of the United States of 17th July, 1862, being in violation of the Constitution of the United States.

(Signed) HENRY RENSHAW, J'R,
Proctor.

Joinder in error.—Filed May 25th, 1870.

United States circuit court for 5th circuit and district of Louisiana.

UNITED STATES
vs.
844 LOTS OF GROUND AND PROPerty of John Slidell. } No. 6158. In error.

And afterwards, to wit, on the *f*enty-fifth day of May, in April

505 term, in the year of our Lord one thousand eight hundred and seventy, the said United States, by A. B. Long, its attorney, freely come' here into court and says there is no error either in the record and proceedings aforesaid; and he prays that the said circuit court of judicature, before the justices thereof now here, may proceed to examine as well the record and proceedings aforesaid, above assigned for error, and that the judgment aforesaid, in form aforesaid given, may be in all things affirmed.

(Signed) A. B. LONG,
U. S. Att'y.

Joinder in error.—Filed May 25th, 1870.

United States circuit court for 5th circuit and district of Louisiana.

UNITED STATES
vs.
844 LOTS OF GROUND AND property of John Slidell. } No. 6158. In error.

506 And afterwards, to wit, on the twenty-fifth day of May, in April term, in the year of our Lord one thousand eight hundred and seventy, the said United States, by B. A. Long, its attorney, freely comes here into court and says there is no error either in the record and proceedings aforesaid, or in the giving of the judgment aforesaid; and he prays that the said circuit court of judicature, before the justices thereof now here, may proceed to examine as well the record and proceedings aforesaid, as the matters aforesaid, above assigned for error, and that the judgment aforesaid, in form aforesaid given, may be in all things affirmed.

(Signed) A. B. LONG,
U. S. Att'y.

Joinder in error.—Filed May 25th, 1870.

United States circuit court for 5th circuit and district of Louisiana.

507 UNITED STATES
vs.
844 LOTS OF GROUND, &C., PROPERTY OF JOHN Slidell. } No. 6158. In error.

And afterwards, to wit, on the twenty-fifth day of May, in April term, in the year of our Lord one thousand eight hundred and seventy, the said United States, by A. B. Long its attorney, freely comes here into court and says there is no error, either in the record and proceedings aforesaid, or in the giving of the judgment aforesaid; and he prays that the said circuit court of judicature, before the justices thereof now here, may proceed to examine as well the record and proceedings aforesaid as the matters aforesaid above assigned for error, and that the judgment aforesaid, in form aforesaid given, may be in all things affirmed.

(Signed) A. B. LONG,
U. S. Att'y.

508 *Hearing and continuance.—Extract from the minutes of May 27th, 1870.*

UNITED STATES, DEF'TS IN ERROR,
vs.
844 LOTS AND 10 SQUARES OF GROUND, PROPERTY of John Slidell. } No. 6158.

The above cause came on to be heard on the transcript of the records from the district court of the United States for the district of Louisiana —A. B. Long, U. S. attorney, for defendants in error; T. A. Clarke, for plaintiffs in error—and, after hearing the opening argument of Tho's Allen Clarke, the cause is continued till to-morrow at 10 a. m.

Hearing and continuance.—Extract from the minutes of May 28th, 1870.

UNITED STATES, DEF'T IN ERROR,
vs.
844 LOTS & 10 SQUARES OF GROUND, PROPERTY of John Slidell. } No. 6158.

509 This cause was resumed, and after hearing the argument of C. M. Conrad and L. M. Day, the same is continued till Tuesday the 31st inst. at 11 a. m.

Hearing and submission—Extract from minutes, May 31st, 1860.

This cause was returned, and after hearing the argument of counsel for def'ts in error, and that of E. C. Billings, T. A. Clarke & M. Conrad, for pl'ffs in error, the court took time to consider.

This reference approved.

Order—decision withheld.—Extract from the minutes of June 11th, 1870.

UNITED STATES, DEF'TS IN ERROR,
vs.
844 LOTS & 10 SQUARES OF GROUND, PROPERTY of John Slidell. } No. 6158.

In this case, for reasons assigned, the court withholds its decision until the next term of the Supreme Court of the United States.

Suggestion of death of claimant, John Slidell.—Extract from the minutes of June 19th, 1872.

UNITED STATES, DEF'T IN ERROR,
vs.
PROPERTY OF JOHN SLIDELL. } No. 6158.

510 Now comes into court the United States, libellants herein, by J. R. Beckwith, their attorney, and suggests to the court the death of the claimant, John Slidell, plaintiff in error, who departed this life before the first day of January, A. D. 1872, and since the writ of error in this cause was sued out.

Order.—Extract from the minutes of June 19th, 1872.

UNITED STATES, DEF'TS IN ERROR,
vs.
844 LOTS & 10 SQUARES OF GROUND, PROPERTY of John Slidell. } No. 6158.

Now comes Tho's Allen Clarke, and suggests to the court that John Slidell, plaintiff in error, died on the 30th of July, 1871, at Cowes, England, leaving a last will and testament appointing said Thomas Allen Clarke executor thereof, and also as heirs Madame Mathilde Erlanger, wife of Baron Emile Erlanger, Alfred Slidell, Rosine Slidell, and
511 Caroline Slidell. That said Clarke appears in his own behalf and as counsel for said heirs and said Baron Emile Erlanger, and prays leave to prosecute the writ of error in this cause.

THOMAS ALLEN CLARKE,
Of Counsel.

It is thereupon ordered that the said executor and heirs above named be substituted as plaintiffs in error in the above cause, and have leave to prosecute the same.

JOSEPH P. BRADLEY,
Associate Justice of Sup. Court United States.

Decree.—June 20th, 1872.

Circuit court of the United States, fifth circuit and district of Louisiana, April term, 1872.

NEW ORLEANS, *Thursday, June 20th*, 1872.

Court met pursuant to adjournment. Present: Honorable J. P. Bradley, Associate Justice Supreme Court.

In error at the suit of John Slidell.

512 UNITED STATES
vs.
844 LOTS & 10 SQUARES OF GROUND, PROPERTY of John Slidell. } No. 6158.

For reasons assigned in the written opinion of the court this day delivered and on file, it is ordered and decreed that the judgment of condemnation rendered by the district court on the 18th of March, 1865, be avoided and reversed; and it is now ordered, adjudged, and decreed by this court that the libel of information be, and the same is hereby, dismissed with costs, and that the plaintiff in error is entitled to be paid the nett proceeds of the sale of the property sold under said judgment, (less encumberances paid,) but that said sale do stand confirmed.

Decree rendered June 20th, 1872.

Decree signed June 20th, 1872.

JOSEPH P. BRADLEY,
Associate Justice Supreme Court United States.

513 *Opinion.—Filed June 20th*, 1872.

Circuit court of the United States, district of Louisiana.

UNITED STATES
vs.
844 LOTS & 10 SQUARES OF GROUND, THE property of John Slidell.
} On appeals and writs of error.

Under the act of July 17th, 1862, entitled "An act to suppress insurrection, to punish treason and rebellion, to seize and confiscate the property of rebels and for other purposes," the marshal of the United States for the district of Louisiana, on the 15th of August, 1863, seized the property in question in this case, as the property of John Slidell, and on the 15th September, 1863, the district attorney of the United States, for the same district, filed a libel or information for the confiscation of said property.

The libel charges that John Slidell, subsequently to the passage of the act, did act as an officer of the army or navy of the rebels in arms against the Government of the United States, or as a member of
514 congress, or as a judge, or as a cabinet officer, or as a foreign minister of the so-called Confederate States of America; or that while owning property in a legal State or Territory, &c., he did give aid and comfort to the rebellion.

Other charges were made against him of the same general character, and it was claimed that by reason of the premises the property described in the libel was forfeited to the United States and ought to be condemned to their use; and prayed process against the property and the owners thereof and all persons interested or claiming an interest therein, to warn them to appear and answer the information. Process was accordingly issued and duly published.

Several persons appeared and filed petitions of interventions, setting up title to certain portion of the land seized, or liens by way of
515 mortgage or otherwise upon portions thereof.

John Arrowsmith claimed title to several squares in New Orleans, as having been purchased by him many years before.

The Citizens' Bank of Louisiana claimed a mortgage upon a portion of the property to secure a stock-note for $4,104, due the 1st of June, 1863; and also a mortgage on other portion to secure them for advances upon a letter of credit given to Slidell on the 3d of September, 1861, upon Messrs. F. Ad. Marcuard & Co., Paris, upon which he had drawn $25,000 prior to the 13th of May, 1862. The latter mortgage was registered May 2d, 1862.

F. A. Marcuard, a citizen of France, claimed a mortgage lien upon certain portions of the property to secure certain loans of money made by him to Slidell in Paris, namely, 250,000 francs on the 14th of June, 1862, payable in one year, which mortgage was received at New
516 Orleans by Eugene Rousseau, agent of Marcuard, July 14th, 1862, and recorded on the same day before the appointment of a register by General Butler; and afterwards again recorded on the 29th July, 1862, by a recorder appointed by him, and deposited with a notary August 4th, 1862; and again recorded with the act of deposit on the 9th August, 1862. On the 11th August, 1862, General Butler issued an order for the confiscation of Slidell's property, and the rents were afterwards received by the military authorities on the property mortgaged.

Nicholson & Co. claimed a lien on certain property for laying the Nicholson pavement.

The State of Louisiana claimed a lien for certain taxes due.

Mrs. Gaines claimed to be the owner of certain lots specified in her petition.

The Merchants' Bank of New Orleans claimed a certain brick building, in which their banking business had been carried on, and an
517 equitable interest in the lot on which, &c., by virtue of a certain agreement.

Fritz Huppenbauer, a tenant of two lots, claimed to have largely increased their value by making permanent improvements, and desired an equitable allowance therefor.

In the principal cause of confiscation a default was taken on the 18th of April, 1864, and a decree of condemnation rendered on the 18th of March, 1865.

Various proceedings were had, and considerable evidence was taken upon the several interventions, and decrees were made by the district court in each case favorable or unfavorable to the claim presented.

Amongst others a decree was made on the 7th July, 1865, dismissing the claim of the Citizens' Bank to a mortgage-lien for 100,000 francs, or $25,000, advanced upon their letter of credit given to John Slidell
518 in September, 1861.

Another decree was rendered on the same day, dismissing the claim of Marcuard to a mortgage-lien for $250,000 francs, lent to Slidell in Paris.

On the 5th of May, 1866, the court dismissed the claim of the Merchants' Bank of New Orleans. From all these decrees appeals were regularly taken by the intervenors, and one of the questions before this court is whether an appeal lies in such cases. A motion has been made to dismiss the appeals on the ground that the proper remedy for reversing the judgment or decree of the district court is in a writ of error, and not an appeal.

It has undoubtedly been decided by the Supreme Court, in the case of Armstrong's foundry, (6 Wall, 766,) and other cases, that the proceedings for confiscation are proceedings at common law, and not in admiralty or equity, and, therefore, require a jury for the trial of
519 issues of fact and writ of error to revise the judgment. This view is corroborated by the recent cases of "Garnett vs. The United States," "McVeight vs. The United States," and "Miller vs. The United States," reported in 11th Wallace.

But interventions of third parties, made during the courses of the proceedings, setting up some claim to or lien upon the property, are *of* often in the nature of a bill in equity, and require an equitable proceeding to ascertain and establish the riglits of the parties.

They are especially so when they seek to establish a lien upon the property, or any portion thereof, and to subject it, or the proceeds of it, to the payment of a debt or other claim having priority over the claim of the Government, or constituting a legal charge upon the property when the cause of confiscation occur'ed.

520 I conceive the claims of the intervenors in this cause who have appealed as before stated to be of this kind. Hence, in my judgment, no trial by jury was requisite in reference to these claims; and the decree rendered in reference thereto *are* subject to appeal rather than to writ of error. Whether they would come up as out-branches of the records, and be subject to review upon a writ of error brought to the principal judgment in the case, it is perhaps unnecessary to decide.

I hold, therefore, that the appeals taken in this case by the intervenors above named were properly taken and should not be dismissed.

The next question is whether they were well taken, as the district judge has not assigned his reasons for dismissing the claims. I am somewhat at a loss to know the precise reasons on which his decision was founded.

521 In the case of the Citizens' Bank, I presume the ground must have been that the letter of credit was manifestly given to Slidell to enable him to accomplish his mission to France in the service of the confederate cause. It has been repeatedly decided at the circuit, and in the cause of "Hanover vs. Doane," 12 Wall, 342, by the Supreme Court, that a contract made in furtherance of the rebellion or in aid of the confederate cause is void and cannot receive the aid of the courts. The furnishing of Slidell with a letter of credit when he went to Paris as the emissary of the confederacy was so manifestly intended to subserve this end that I cannot disturb the decree dismissing the claim.

The case of Marcuard, however, is different from any which has yet been decided.

522 The precedents have all been cases in which the transaction was between citizens of the United States, owing allegiance to the Government thereof. But Marcuard was a citizen of France, and the loan made by him to Slidell was in Paris. It was a loan of money made by a neutral on neutral territory to an enemy, or at most to a citizen of the United States engaged in hostile operations against the United States.

An innocent loan made to such a person, unless made for the purpose of enabling him to carry on hostilities, is a valid transaction everywhere. And the neutral is not bound to presume that such hostile use is to be made of the money loaned. One witness states that there was a general notoriety that Slidell was purchasing gun-boats in Paris for the use of the confederacy, but there is no direct evidence on the subject, and

523 there is no evidence, except the amount of the loan, that the money was borrowed for other than private purposes. And the amount is hardly sufficient to throw the burden of proof on the lender.

It seems to me that the case does not show sufficient evidence of notice to Marcuard that any unlawful use was to be made of the money loaned by him to defeat his claim.

Supposing the debt to be a valid one, was it a lien or charge upon the property in question when the cause of confiscation occur'ed?

This cause cannot be said to have occur'ed before the passage of the act of Congress, July 17th, 1872, but from that moment it existed, and the general rule is, that a judgment of confiscation relates back to the act which causes it. The question then is reduced to this, whether Marcuard's lien on the property in question had become complete on

524 17th day of July, 1862? New Orleans was then in the possession of the United States forces; military rule prevailed. All civil authority emanated from the power or existed at the sufferance of the United States military authorities from the occupation of the city early in May, 1862. Could Slidell, a declared rebel and enemy in Paris during this period, transfer or encumber property located in New Orleans within the military lines of the United States? If he could do it as to third persons, could he do it as to the United States? Had he been in the confederacy he could not have done it at all; for in that case every attempt to deal with property within the Union lines would have been abortive and void.

It was forbidden by public proclamation of the President, and by the usages of belligerents. Did his residence in France give any greater validity to his acts as against the Government of the United

States. In my judgment it did not, and Marcuard, in taking a mortgage from Slidell on property within the Union lines, took the risks of the exercise by the Government of the United States of its rights as a sovereign power engaged in war to confiscate the property of its enemies.

I am, therefore, of opinion that the decree upon the intervention of Marcuard must be affirmed.

The next case is that of the Merchants' Bank of New Orleans. This company held a lease granted by Slidell in 1854 to John Robb & Co. for ten years at a certain rent. The lessees covenanted to put on the lots leased buildings, to cost at least $15,000. At the end of the term Slidell was to pay them the value of the buildings at an appraisement. The bank claimed a lien by virtue of this contract for the value of the buildings. The district court rejected the claim. It is difficult to see on what ground a lien for this sum can be maintained. The matter existed simply in covenant. The lease does not contain a word which looks like the creation or expectation of a lien on the property itself.

No. 4057.

The bank complains that Fish, the purchaser of the property, was permitted to except to the intervention; whereas he had no right to appear in the suit at all, because the sale had been suspended and the marshal had not been ordered to proceed. But it matters not that Fish had no interest. The question is, had the bank any interest?

Fish, as amicus curial, might call the court's attention to the want of interest which the bank had. Unless the bank had a lien the court cannot reverse the decree. In my judgment, the bank had no lien, and, therefore, the decree is affirmed.

I have not averted to certain general questions applicable to the entire proceedings for confiscation, because they have been settled by adjudications of the Supreme Court made since the argument of these cases. That court has disposed of the constitutionality of the act, the power of Congress to pass it, and the character of that part of it under which the proceedings are taken.

In the case of "Miller vs. the United States," 11 Wall, 268, it has decided that the act has two distinct parts, each part having a seperate object. The first four sections provide for the punishment of treason and rebellion as criminal offences, and are permanent in their character. The remaining sections provide for the confiscation of the property of certain designated parties, as enemy's property, and are temporary in their character, being intended for the purpose of insuring the speedy termination of the rebellion. The proceedings under these sections are proceedings in rem, conforming, as near as practicable, to proceedings in admiralty, in cases of admiralty and maritime jurisdiction, and to revenue cases where the seizures are made on land. In the latter case, after seizure and information is filed by the law officer of the Government, setting forth the facts upon which the confiscation is claimed.

Whether the information is called a libel of information or simply an information is of no consequence. The same court has cognizance of the case whether it is in admiralty or a different revenue proceeding.

The nature of the case determines its character. If a claimant of the property appears and contests the material facts alleged, as, for example, the guilt of the owner, or his ownership of the property, the issue is to be tried by a jury. If no persons appears to answer the merits, a judgment is taken by default, and the court proceeds to examine witnesses, or other evidence, *ex parte* by way of inquest, to ascer-

tain the principal facts in the case. This examination does not require the intervention of a jury, being only intended to inform the conscience of the court.

If a third person intervenes for the purpose of setting up some charge or lien upon the property, and not of resisting the confiscation, collateral proceedings are had suitable to the nature of the case, as before stated. [See the cases of Garnett McVeigh and Miller in 11th Wallace, and of the Union Insurance Company, Armstrong Foundry, and Hart in 6th Wallace.]

This general view of the nature of the proceedings will serve to answer at once many of the objections which were so elaborately argued when these causes were heard.

530 A belligerent has a right to take such course and impose such conditions with regard to the confiscations of enemy's property as it sees fit. The rules which it prescribes are not to be questioned by any codes except the law of nations and its own constitution. The rights of a government against its own citizens in insurrection are not less, but are rather greater, than those it may exercise towards a foreign enemy. But in either case the enemy's property may be confiscated, simply as such, if the government so determine. Congress, by the act of July 17th, 1862, directs property to be seized and confiscated as enemy's property; but only the property of certain classes of persons.

This discrimination renders necessary, when issue is taken upon the information, an inquiry into the guilt or innocence of the owner; not for the purpose of a criminal conviction and sentence, but for the

531 purpose of determining the status of the property seized. Hence many rules, constitutional and otherwise, which require to be observed in criminal prosecutions have no application to these proceedings.

The case is altogether unlike that of an attainder. There the criminal prosecution and conviction are the principal thing. The attainder, like disqualification to be a witness after conviction of perjury, follows as an incident of the conviction. Here the confiscation is the principal thing, an' an inquiry into the acts or conduct of the owner of the property may or may not be required by the law. If it is required, it is only as a subsidiary thing, and involves no personal sentence or condemnation. Hence all those objections, which are founded on the necessity of a regular indictment, of the personal presence of the accused of a trial by jury, &c., &c., are out of place. Where the information is

532 traversed, a trial by jury is necessary, it is true; but for another reason, and not because the proceeding is a criminal one, for the reasons, namely, that the VII amendment to the Constitution requires a trial by jury in all suits at common law where the value in controversy exceeds twenty dollars.

These considerations render it unnecessary to examine more in detail the various points that were raised on the argument.

Having held the appeals taken by the Citizens' Bank, by Marcuard, and by the Merchants' Bank, to be properly taken, the several writs of error sued out by those parties will be dismissed.

The next case to be considered is the writ of error of John Slidell, No. 6158.

The final judgment of condemnation was rendered on the 18th of March, 1865, and the writ of error was sued out on the seven-

533 teenth of March, 1870. It was sued out, therefore, just in time to save the statute of limitations. The Supreme Court, in case of McVeigh vs. United States, 11 Wall., 259, decided that the owner of the

property, through a rebel, and within the confederate lines, was entitled to appear and contest the proceedings, or bring a writ of error upon the judgment. The writ, therefore, is regularly brought, and we are obliged to examine the records.

Many of the questions raised have been already disposed of, and need not be again adverted to. There is one objection, however, that has given me some trouble, namely, the insufficiency of the information. It is one of the most remarkable specimens of loose pleadings and uncertain statement that I remember ever to have seen. After having duly alleged the seizure of the property and fully described it, it states
534 that John Slidell was at the time of filing the information, and on the 17th of July, 1862, and previously, the owner thereof. Then having stated the existence of the rebellion, and the passage of the confiscation act, it proceeds to allege:

V.—That the said John Slidell, subsequently to the said 17th of July, 1862, did act as an officer of the army or navy, of the rebels in arms against the Government of the United States, or as a member of congress, or as a judge of a court, or as a cabinet officer, or as a foreign minister, or as a commissioner, or as a consul of the so-called Confederate States of America, or that while owning property in a loyal State or Territory of the United States, or of the District of Columbia, he did give aid and comfort to the rebellion against the United States, and did assist such rebellion.

Now from this allegation can any mortal men tell what John
535 Slidell did? The next article is of the same ambiguous and unconsequential nature.

The extreme ambiguity of these charges is something more than a matter of form; it amounts to a substantial defect. There is, in truth, no charge at all. There is no charge that Slidell acted as a foreign minister of the confederacy. The allegation is that he either did that or something else; but we are not informed what. If the defect were one of form it might be amended; but being substantial, it seems to me it is fatal.

The other articles of the information do not save it. The seventh article alleges that John Slidell, subsequently to the 17th of July, 1862, within a State or Territory of the United States, was engaged in armed rebellion against the Government, and did not, within 60 days after the proclamation of the President, made on the 25th of July, 1862, cease
536 to aid and abet such rebellion, &c. And the eight' article is of similar character to the seventh.

Now, not only is the same ambiguity kept up in these articles as in the previous ones, but they do not set forth any of the offences which in the statute are made the basis or cause of confiscation. They are evidently meant to be assigned under the sixth section of the act. But that section refers to persons who in any State or Territory of the United States, other than those named as aforesaid, were engaged in the rebellion. Now, the States named, as aforesaid, were the loyal States, which had just been named in the last clause of the fifth section. Therefore, the States or Territories, other than those, were the disloyal or rebellious States. So that the sixth section of the act only refers to persons who within any disloyal or rebellious States or Territory were engaged in the rebellion.

537 Yet the seventh article of the information merely alleges that John Slidell, within a State or Territory of the United States, was engaged in rebellion. It does not make a charge within the statute.

The whole information, therefore, is substantially defective, and the judgment must be reversed.

The same defect is fatal to the judgments in the cases of Charles M.
No. 6039 Conrad vs. The United States, No. 6039; and in Francis H. Hatch
No. 6079 vs. The United States, No. 6079; and the judgments in those cases must also be reversed.

No. 6038 In the cases of Duncan F. Kenner vs. The United States, No. 6038,
No. 6080 Abel Ward Bosworth vs. The United States, No. 6080; and Jef-
No. 6082 ferson Davis vs. The United States, No. 6082, no substantial
defect appears in the informations, each taken as a whole;
538 and I have been unable to perceive any other ground on which the judgment in those cases should be reversed. They are, therefore, affirmed.

It is, perhaps, not necessary at this time to decide what will be the effect of reversing those judgments which have been reversed. But as the subsequent proceedings may depend on a solution of the question, and as the parties in interest will be desirous of knowing the position in which they stand, it is proper that I should give my opinion on the point. It is a general rule that a judicial sale under a judgment which the court had jurisdiction to render will stand, although the judgment itself be subsequently reversed for error.

I see no reason why that rule should not apply in these cases. It is true that a judgment of reversal usually contains a direction that the plaintiff in error be restored in all things to that which he hath lost by
539 reason of the erroneous judgment.

But the mode of making this restoration, where a sale of property has taken place under the reversed judgment, is by awarding to the plaintiff in error the proceeds of sale.

This will be the proper course in these cases.

One question to which considerable attention was given upon the argument was, whether anything more than an estate for the life of the owner was transferred by the confiscation proceedings. Indeed it was alleged as a ground of error, that all the right, title, and estate of the owner was condemned and sold. I do not regard this form of judgment as material, although on looking at the judgments it will be found that the form of judgment pursued was "that the said sixteen lots of ground, the property of A. B., be, and the same are hereby, condemned
as forfeited to the United States," without any definition or lim-
540 itation of the estate forfeited.

I regard the judgments as to be construed by the law which authorizes the confiscation to be made, and am of the opinion that the several sales by the marshal had the effect of transferring only such estate as it was lawful to sell. What that estate is, is the question. The joint resolution approved at the same time with the confiscation act provides that no punishment or proceedings under the act shall be so construed as to work a forfeiture of the real estate of the offender beyond its natural life. It seems to me that this provision extends to the whole act and to the proceedings for confiscation, as well as to the prosecution for the crimes of treason and rebellion. It may be very true, and I am inclined to think it is true, that the constitutional pro-
vision which declares that no attainder of treason shall work cor-
541 ruption of blood or forfeiture, except during the life of the person attainted, does not apply to the confiscation of enemy's property, and even though those enemies be rebels against the Government, and therefore guilty of treason. But whether it applies or not, Congress, from respect to the scruples of the President, or for other

reasons which seemed to it sufficient, did enact, as it had a right to do, that no proceedings under the confiscation act should be so construed as to work a forfeiture of real estate beyond the natural life of the offender. And I can see no way in which this limitation can be confirmed to criminal proceedings under the act.

It seems to me that by a fair interpretation it extends to all proceedings by which a forfeiture is effected or adjudged.

542 *Order on motion of district attorney.—Extract from the minutes of June 20th, 1872.*

UNITED STATES, DEF'TS IN ERROR,
vs.
844 LOTS & 10 SQUARES OF GROUND, PROPERTY of John Slidell. } No. 6158.

On motion of the district attorney it is ordered by the court that upon his sueing out a writ of error, and lodging a copy thereof in the clerk's office within 10 days, the same shall operate as a supersedeas.

Petition of Citizens' Bank of Louisiana for writ of error and order.—Filed June 24th, 1872.

United States circuit court, fifth circuit and district of Louisiana.

UNITED STATES
vs.
844 LOTS AND 10 SQUARES OF GROUND, PROPerty of John Slidell. } No. 6158.

543 To the honorable the judge thereof:

The Citizens' Bank of Louisiana, a corporation located in New Orleans, intervenors in the above-entitled cause, conceiving itself aggrieved by the final judgment rendered on the 20th day of June, 1872, in the above-entitled cause, desire a writ of error therefrom, returnable to the Supreme Court of the United States, and they pray that the same be allowed, and that a transcript of the record and proceedings in the said court be sent up to said Supreme Court on the first Monday of December next, and that the United States be duly cited to appear before said Supreme Court.

(Signed) ARMAND PITOT,
Att'y.

Order.

A writ of error is allowed in this case as prayed for, and according to law returnable to the Supreme Court of the United States on the
544 first Monday of December next, the petitioner giving bond in the sum of five hundred dollars, with good and solvent security, and conditioned as the law directs.

June 24th, 1872.

(Signed) W. B. WOODS, *Judge.*

Bond for writ of error.—Filed June 24th, 1872.

844 LOTS & 10 SQUARES OF GROUND, PROPERTY of John Slidell, Citizens' Bank of Louisiana, intervenor, plaintiffs in error, *vs.* THE UNITED STATES, DEF'TS IN ERROR. } No. 6158.

Know all men by these presents, that we, the Citizens' Bank of Louisiana, through its president, as principal, and John G. Gaines, as surety, are held and firmly bound unto the United States of America in the full and just sum of five hundred dollars, to be paid to said United States of America, their certain attorney, executors,
545 administrators, or assigns, to which payment, well and truly to be made, we bind ourselves, our heirs, executors, and administrators, jointly and severally, by these presents. Sealed with our seals, and dated this 24th day of June, in the year of our Lord one thousand eight hundred and seventy-two.

Whereas, lately, at a circuit court of the United States, fifth judicial circuit, holding sessions in and for the district of Louisiana, in a suit depending in said circuit court, wherein the said Citizens' Bank of Louisiana were intervenors and plaintiffs in error, and the United States were defendants in error, judgment was rendered against the said Citizens' Bank of Louisiana, and the said Citizens' Bank of Louisiana having obtained a writ of error, and filed a copy thereof in the clerk's office of the said circuit court, to reverse the judgment in the aforesaid suit, and a citation directed to the said United States
546 of America, citing and admonishing them to be and appear at a Supreme Court of the United States, to be holden at Washington, the first Monday of December next:

Now the condition of the above obligation is such, that if the said Citizens' Bank of Louisiana shall prosecute their writ to effect, and answer all damages and costs if they fail to make their plea good, then the above obligation to be void, else to remain in full force and virtue.

(Signed) JOHN G. GAINES, [L. S.]
President.

" JOHN G. GAINES. [L. S.]

Sealed and delivered in presence of—
(Signed) ARMAND PITOT, JR.

Approved:
(Signed) W. B. WOODS, *Judge.*

Petition of the Merchants' Bank of New Orleans for writ of error and order.—Filed June 24th, 1872.

547 United States circuit court, fifth circuit and district of Louisiana.

UNITED STATES *vs.* 844 LOTS & 10 SQUARES OF GROUND, PROPERTY of John Slidell. } No. 6158.

To the honorable the judges thereof:

The Merchants' Bank of New Orleans, intervenors in the above-

entitled cause, conceiving themselves aggrieved by the final judgment entered on the 20th day of June, 1872, in the above-entitled cause, desire a writ of error therefrom, returnable to the Supreme Court of the United States, and they pray that the same be allowed, and that a transcript of the record and proceedings in said court be sent up to said Supreme Court on the first Monday of December next, and that the United States and Wright R. Fish be duly cited to appear before said Supreme Court.

(Signed) J. McCONNELL,
Att'y, &c.

548 *Order.*

A writ of error is allowed in this case as prayed for according to law, returnable to the Supreme Court of the United States on the first Monday of December next, the petitioner giving bond in the sum of five hundred dollars, with good and solvent security, and conditioned as the law directs.

June*d* 24th, 1872.

(Signed) W. B. WOODS, *Judge.*

Bond for writ of error.—Filed June 24th, 1872.

844 LOTS & 10 SQUARES OF GROUND, PROPERTY of John Slidell, Merchants' Bank of New Orleans, intervenor, plaintiff in error, *vs.* THE UNITED STATES, DEF'TS IN ERROR. } No. 6158.

Know all men by these presents that we, the Merchants' Bank of New Orleans, through S. H. Boyd, president, as principal, and
549 Samuel H. Kennedy as surety, are held and firmly bound unto the United of America and Wright R. Fish in the full and just sum of five hundred dollars, to be paid to the said United States of America and Wright R. Fish, their certain attorney, executors, administrators, or assigns; to which payment, well and truly to be made, we bind ourselves, our heirs, executors, and administrators, jointly and severally, by these presents. Sealed with our seals, and dated this 24th day of June, in the year of our Lord one thousand eight hundred and seventy-two.

Whereas lately, at a circuit court of the United States, fifth judicial circuit, holding sessions in and for the district of Louisiana, in a suit depending in said circuit court, wherein said Merchants' Bank of New Orleans were intervenors and plaintiff in error and the United States were defendants in error, judgment was rendered against the said
550 Merchants' Bank of New Orleans, and the said Merchants' Bank of New Orleans having obtained a writ of error, and filed a copy thereof in the clerk's office of the said circuit court, to reverse the judgment in the aforesaid suit, and a citation directed to the said United States of America and to said Wright R. Fish, citing and admonishing each of them to be and appear at a Supreme Court of the United States, to be holden at Washington, the first Monday of December next:

Now the condition of the above obligation is such, that if the said Merchants' Bank of New Orleans shall prosecute their writ to effect, and answer all damages and costs if they fail to make their plea good,

then the above obligation to be void, else to remain in full force and virtue.

(Signed) S. H. BOYD, *Pres't.* [L. S.]
SAM. H. KENNEDY. [L. S.]

Sealed and delivered in presence of—
S. H. KENNEDY.
J. M. CONNELL.

Approved: W. B. WOODS, *Judge.*

Petition of F. A. Marcuard for writ of error and order.—Filed June 24th, 1872.

United States circuit court, fifth circuit and district of Louisiana.

UNITED STATES
vs.
844 LOTS AND 10 SQUARES OF GROUND, PROPERTY of John Slidell. } No. 6158.

To the honorable the judge thereof:

F. A. Marcuard, of Paris, France, intervenor in the above-entitled cause, conceiving himself aggrieved by the final judgment entered on the 20th day of June, 1872, in the above-entitled cause, desires a writ of error therefrom, returnable to the Supreme Court of the United States, and he prays that the same be allowed, and that a transcript of the record and proceedings in the said court be sent up to said Supreme Court on the first Monday of December next, and that the United
552 States be duly cited to appear before said Supreme Court.

(Signed) F. L. BAYNE,
Att'y, &c.

Order.

A writ of error is allowed in this case as prayed for and according to law, returnable to the Supreme Court of the United States on the first Monday of December next, the petitioner giving bond in the sum of five hundred dollars with good and solvent security and conditioned as the law directs.

June 24th, 1872.

(Signed) W. B. WOODS, *Judge.*

Bond for writ of error.—Filed June 24th, 1872.

844 LOTS AND 10 SQUARES OF GROUND, PROPERTY of John Slidell, F. A. Marcuard, intervenor, plaintiff in error,
vs.
THE UNITED STATES, DEFENDANTS IN ERROR. } No. 6158.

553 Know all men by these presents that we, F. A. Marcuard, by his attorney, Thomas L. Bayne, principal, and Thomas L. Bayne, as surety, are held and firmly bound unto the United States of America in the full and just sum of five hundred dollars, to be paid to

the said United States of America, their certain attorney, executors, administrators, or assigns; to which payment, well and truly to be made, we bind ourselves, our heirs, executors, and administrators, jointly and severally, by these presents, sealed with our seals, and dated this 24th day of June, in the year of our Lord one thousand eight hundred & seventy-two.

Whereas lately, at a circuit court of the United States, fifth judicial circuit, holding sessions in and for the district of Louisiana, in a suit depending in said circuit court, wherein said F. A. Marcuard was intervenor, and plaintiff in error and the United States were defend-
554 ants in error, judgment was rendered against the said F. A. Marcuard, and the said F. A. Marcuard having obtained a writ of error and filed a copy thereof in the clerk's office of the said circuit court to reverse the judgment in the aforesaid suit, and a citation directed to the said United States of America, citing and admonishing them to be and appear at a Supreme Court of the United States, to be holden at Washington, the first Monday of December next:

Now, the condition of the above obligation is such that if the said F. A. Marcuard shall prosecute *its* writ to effect, and answer all damages and costs, if he fails to make his plea good, then the above obligation to be void; else to remain in full force and virtue.

(Signed) F. A. MARCUARD. [L. S.]
P'r THO'S L. BAYNE, *Att'y.*
" THO'S L. BAYNE. [L. S.]

Sealed and delivered in presence of—
(Signed) HENRY RENSHAW, JR.

Approved:
(Signed) W. B. WOODS, *Judge.*

555 UNITED STATES OF AMERICA:

Circuit court of the United States, fifth circuit and district of Louisiana.

CLERK'S OFFICE.

I, Francis A. Woolfley, clerk of the circuit court of the United States for fifth circuit and district of Louisiana, do hereby certify that the foregoing 554 pages contain and form a full, complete, true, and perfect transcript of the record and proceedings had, together with all the evidence adduced on the trial of the case of 844 lots & 10 squares of ground, the property of John Slidell, The Citizens' Bank of Louisiana, F. A. Marcuard, and the Merchants' Bank of New Orleans, plaintiffs in error, vs. The United States, defendants in error, and The Merchants' Bank of New Orleans, plaintiff in error, vs. The United States and W. R. Fish, defendants in error, No. 6158 of the docket, so far as the same now remain of record or on file in said court.

Witness my hand and the seal of said court, at the city of New Orleans, this 18th day of September, A. D. 1872.

[SEAL.] F. A. WOOLFLEY,
Clerk.

[5-ct. int.-rev. stamp, canceled.]

I, E. H. Durell, United States judge for the district of Louisiana, do hereby certify that Francis A. Woolfley, whose name is signed to the above certificate as clerk of the circuit court of the United States for the fifth circuit and district of Louisiana, was, at the time of signing said certificate, and is now, the clerk of said court; that said certificate is in

due form of law, and that full faith and credit are due to his official attestations as such clerk.

Given under my hand at the city of New Orleans, in said district, this 18th day of September, A. D. 1872.

E. H. DURELL,
Judge.

[5-ct. int.-rev. stamp, canceled.]

556 UNITED STATES OF AMERICA, *ss:*

The President of the United States to the honorable the judges of the circuit court of the United States in and for the fifth circuit, and holding sessions for the district of Louisiana, greeting:

Because, in the record and proceedings, as also in the rendition of the judgment of a plea which is in the said circuit court before you, or some of you, between the Citizens' Bank of Louisiana, intervenors in the case of the United States vs. 844 lots and 10 squares of ground, property of John Slidell, plaintiffs in error, and The United States, defendants in error, No. 6158 of the docket of said court, a manifest error hath happened, to the great damage of the said Citizens' Bank of Louisiana, as by their complaint appears:

We, being willing that error, if any hath been, should be duly corrected, and full and speedy justice done to the parties aforesaid in this behalf, do command you, if judgment be therein given, that then under your seal, distinctly and openly, you send the record and proceedings aforesaid, with all things concerning the same, to the Supreme Court of the United States, together with this writ, so that you have the same at Washington on the first Monday of December next, in the said Supreme Court to be then and there held, that the record and proceedings aforesaid being inspected, the said Supreme Court may cause further to be done therein to correct that error what of right and according to the law and customs of the United States should be done.

Witness the honorable Salmon P. Chase, Chief Justice of the said Supreme Court of the United States, this 24th day of June, in the year of our Lord one thousand eight hundred and seventy-two.

[SEAL.] F. A. WOOLFLEY,
Clerk of the United States Circuit Court
for the District of Louisiana.

(Indorsed:) United States circuit court. No. 6158. 844 lots & 10 squares of ground, property of John Slidell, The Citizens' Bank of Louisiana, intervenors, pl'ffs in error, versus The United States, defendants in error. Writ of error. Filed June 24, 1872. F. B. Vinot, d'y cl'k.

557 THE UNITED STATES OF AMERICA:

United States circuit court, district of Louisiana.

The President of the United States to the United States of America, greeting:

You are hereby cited and admonished to be and appear at a Supreme Court of the United States, to be holden at the city of Washington on the first Monday of December next, pursuant to a writ of error filed in the clerk's office of the circuit court of the United States for the fifth circuit and district of Louisiana, wherein the Citizens' Bank of Louisiana are plaintiffs in error and you are defendants in error, to show

cause, if any there be, why the judgment rendered against the said plaintiffs in error, as in said writ of error mentioned, should not be corrected, and why speedy justice should not be done to the parties in that behalf.

Witness the honorable Salmon P. Chase, Chief Justice of the Supreme Court of the United States, this 22d day of August, in the year of our Lord one thousand eight hundred and seventy-two.

W. B. WOODS, *Judge.*

558 (Indorsed: To the United States. United States circuit court. No. 6158. 844 lots & 10 squares of ground, property of John Slidell, Citizens' Bank of Louisiana, intervenors, plaintiffs in error, vs. The United States, defendants in error. Citation.

Marshal's return.

AUG. 22, '72.

On the 24 day of August, 1872, served a copy hereof on the United States of America by handing the same to J. R. Beckwith, their attorney for the district of Louisiana, in person, in this city.

New Orleans, Aug't 26, '72.

S. B. PACKARD,
U. S. Marshal.
By CHA'S R. STEELE,
D'y U. S. Marshal.

On this 26th day of August, 1872, personally came and appeared beford me the subscriber, Cha's R. Steele, a deputy marshal for the district of Louisiana, who, being duly sworn, declared that on the 24th instant he served a copy of the within citation on the United States of America by handing the same to J. R. Beckwith, their attorney for the district of Louisiana, as stated in his official return hereon.

CHA'S R. STEELE,
D'y U. S. Marshal.

Sworn to and subscribed before me.

F. B. VINOT,
U. S. Comm'r.

559 UNITED STATES OF AMERICA, *ss:*

The President of the United States to the honorable the judges of the circuit court of the United States in and for the fifth circuit, and holding sessions for the district of Louisiana, greeting:

Because, in the record and proceedings, as also in the rendition of the judgment of a plea which is in the said circuit court before you, or some of you, between the Merchants' Bank of New Orleans, intervenors in the case of the United States vs. 844 lots and 10 squares of ground, property of John Slidell, plaintiffs in error, and the United States, defendants in error, No. 6158 of the docket of said court, a manifest error hath happened to the great damage of the said Merchants' Bank of New Orleans, as by their complaint appears:

We being willing that error, if any hath been, should be duly corrected, and full and speedy justice done to the parties aforesaid in this behalf, do command you, if judgment be therein given, that then, under your seal, distinctly and openly, you send the record and proceedings aforesaid, with all things concerning the same, to the Supreme Court of the United States, together with this writ, so that you have the same

at Washington, on the first Monday of December next, in the said Supreme Court to be then and there held, that the record and proceedings aforesaid being inspected, the said Supreme Court may cause further to be done therein to correct that error what of right and according to the laws and customs of the United States should be done.

Witness the honorable Salmon P. Chase, Chief Justice of the said Supreme Court of the United States, this 24th day of June, in the year of our Lord one thousand eight hundred and seventy-two.

[SEAL] F. A. WOOLFLEY,
Clerk of the United States Circuit Court
for the District of Louisiana.

(Indorsed:) United States circuit court. No. 6158. 844 lots & 10 squares of ground, property of John Slidell, Merchants' Bank of New Orleans, intervenors, pl'ffs in error, versus The United States, defendants in error. Writ of error. Filed June 24th, 1872. F. B. Vinot, d'y cl'k.

560 THE UNITED STATES OF AMERICA:

United States circuit court, district of Louisiana.

The President of the United States, to the United States of America, greeting:

You are hereby cited and admonished to be and appear at a Supreme Court of the United States, to be holden at the city of Washington on the first Monday of December next, pursuant to a writ of error filed in the clerk's office of the circuit court of the United States for the fifth circuit and district of Louisiana, wherein the Merchants' Bank of New Orleans are plaintiffs in error and you are defendants in error, to show cause, if any there be, why the judgment rendered against the said plaintiffs in error, as in said writ of error mentioned, should not be corrected, and why speedy justice should not be done to the parties in that behalf.

Witness the honorable Salmon P. Chase, Chief Justice of the Supreme Court of the United States, this 22d day of August, in the year of our Lord one thousand eight hundred and seventy-two.

W. B. WOODS, *Judge.*

561 (Indorsed:) To the United States. United States circuit court. No. 6158. 844 lots & 10 squares of ground, property of John Slidell, The Merchants' Bank of New Orleans, intervenors, plaintiffs in error, vs. the United States and Wright R. Fish, defendants in error. Citation.

Marshal's return.

AUG. 22, '72.

On the 24 day of August, 1872, served a copy hereof on the United States of America, by handing the same to J. R. Beckwith, their attorney for the district of Louisiana, in person, in this city.

New Orleans, Aug't 26, '72.

S. B. PACKARD,
U. S. Marshal.
By CHA'S R. STEELE,
D'y U. S. Marshal.

On the 26th day of August, 1872, personally came and appeared be-

fore me the subscriber, Cha's R. Steele, a deputy marshal for the district of Louisiana, who, being duly sworn, declared that on the 24th instant he served a copy of the within citation on the United States of America by handing the same to J. R. Beckwith, their attorney for the district of Louisiana, as stated in his official return hereon.

CHA'S R. STEELE,
D'y U. S. Marshal.

Sworn to and subscribed before me.

F. B. VINOT,
U. S. Comm'r.

562 THE UNITED STATES OF AMERICA:

United States circuit court, district of Louisiana.

The President of the United States to Wright R. Fish, greeting:

You are hereby cited and admonished to be and appear at a Supreme Court of the United States, to be holden at the city of Washington on the first Monday of December next, pursuant to a writ of error filed in the clerk's office of the circuit court of the United States for the fifth circuit and district of Louisiana, wherein the Merchants' Bank of New Orleans are plaintiffs in error, and you are defendant in error, to show cause, if any there be, why the judgment rendered against thesaid plaintiffs in error, as in said writ of error mentioned, should not be corrected, and why speedy justice should not be done to the parties in that behalf.

Witness the honorable Salmon P. Chase, Chief Justice of the Supreme Court of the United States, this 22d day of August, in the year of our Lord one thousand eight hundred and seventy-two.

W. B. WOODS, *Judge.*

563 (Indorsed:) To Wright R. Fish. United States circuit court. No. 6158. 844 lots & 10 squares of ground, property of John Slidell, The Merchants' Bank of New Orleans, intervenors, plaintiffs in error, vs. The United States & Wright R. Fish, defendants in error. Citation.

Marshal's return.

AUG. 22, '72.

On the 31st day of August, 1872, served a copy of this citation on Wright R. Fish in the following manner, to wit, by handing it to him in person at the office of the New Orleans Republican printing-office, 94 Camp st., in this city.

New Orleans, August 31, 1872.

S. B. PACKARD,
U. S. Marshal.
By CHA'S R. STEELE,
D'y U. S. Marshal.

Merchants Bank in error.

On this 31st day of August, 1872, personally came and appeared before me the subscriber, Charles R. Steele, a deputy marshal for the district of Louisiana, who, being duly sworn, declared that on this 31st day of

August, 1872, he served a copy of the within citation on Wright R. Fish, as stated in his official return hereof.

CHA'S R. STEELE,
D'y U. S. Marshal.

Sworn to & subscribed before me.

F. B. VINOT,
U. S. Comm'r.

564 UNITED STATES OF AMERICA, *ss*:

The President of the United States to the honorable the judges of the circuit court of the United States in and for the fifth circuit, and holding sessions for the district of Louisiana, greeting:

Because, in the record and proceedings, as also in the rendition of the judgment of a plea, which is in the said circuit court before you, or some of you, between F. A. Marcuard, intervenor in the case of the United States vs. 844 lots & 10 squares of ground, property of John Slidell, plaintiff in error, and the United States, defendants in error, No. 6158 of the docket of said court, a manifest error hath happened to the great damage of the said F. A. Marcuard, as by his complaint appears:

We being willing that error, if any hath been, should be duly corrected, and full and speedy justice done to the parties aforesaid in this behalf, do command you, if judgment be therein given, that then, under your seal, distinctly and openly, you send the record and proceedings aforesaid, with all things concerning the same, to the Supreme Court of the United States, together with this writ, so that you have the same at Washington, on the first Monday of December next, in the said Supreme Court to be then and there held, that the record and proceedings aforesaid being inspected, the said Supreme Court may cause further to be done therein to correct that error what of right and according to the laws and customs of the United States should be done.

Witness the honorable Salmon P. Chase, Chief Justice of the said Supreme Court of the United States, this 24th day of June, in the year of our Lord one thousand eight hundred and seventy-two.

[SEAL.]

F. A. WOOLFLEY,
Clerk of the United States Circuit Court for the District of Louisiana.

(Indorsed:) United States circuit court. No. 6158. 844 lots & 10 squares of ground, property of John Slidell, F. A. Marcuard, intervenor, plaintiff in error, vs. the United States, defendants in error. Writ of error. Filed June 24th, 1872. F. B. Vinot, d'y c.'k.

565 THE UNITED STATES OF AMERICA:

United States circuit court, District of Louisiana.

The President of the United States to the United States of America, greeting:

You are hereby cited and admonished to be and appear at a Supreme Court of the United States, to be holden at the City of Washington on the first Monday of December next, pursuant to a writ of error filed in the clerk's office of the circuit court of the United States for the fifth circuit and district of Louisiana, wherein F. A. Marcuard is plain-

tiff in error and you are defendants in error, to show cause, if any there be, why the judgment rendered against the said plaintiff in error, as in said writ of error mentioned, should not be corrected, and why speedy justice should not be done to the parties in that behalf.

Witness the honorable Salmon P. Chase, Chief Justice of the Supreme Court of the United States, this 22d day of August, in the year of our Lord one thousand eight hundred and seventy-two.

W. B. WOODS, *Judge.*

566 (Indorsed:) To the United States. United States circuit court. No. 6158. 844 lots & 10 squares of ground, property of John Slidell, F. A. Marcuard, intervenor, plaintiff in error, vs. the United States, defendants in error. Citation.

Marshal's return.

AUG. 22, '72.

On the 24 day of August, 1872, served a copy hereof on the United States of America by handing the same to J. R. Beckwith, their attorney for the district of Louisiana, in person, in this city.

New Orleans, Aug't 26, '72.

S. B. PACKARD,
U. S. Marshal.
By CHA'S R. STEELE,
D'y U. S. Marshal.

On this 26th day of August, 1872, personally came and appeared before me the subscriber, Cha's R. Steele, a deputy marshal for the district of Louisiana, who, being duly sworn, declared that on the 24th instant he served a copy of the within citation on the United States of America by handing the same to J. R. Beckwith, their attorney for the district of Louisiana, as stated in his official return hereon.

CHA'S R. STEELE,
D'y U. S. Marshal.

Sworn to and subscribed before me.

F. B. VINOT,
U. S. Comm'r.

567 *Document No.* 1, *offered by Marcuard in note of evidence.*

Messieurs A. MARCUARD & Co., *Paris:*

GENTLEMEN: The bearer of this letter of credit is the honorable John Slidell, to whom you are hereby authorized to pay one hundred thousand francs, in such amounts as will suit his convenience, to be charged to our account, and for which you will take, at the ruling rate of exchange at the time, either his draft on his agent in New Orleans, or his own receipt, in case all communications should continue to be interrupted.

Please receive the assurance of most respectful consideration.

(Signed) EUG. ROUSSEAU,
Cashier.

568 UNITED STATES OF AMERICA:

Circuit court of the United States, fifth circuit and district of Louisiana.

CLERK'S OFFICE.

I, Francis A. Woolfley, clerk of said court, do hereby certify that the

foregoing is a true and perfect copy of the translation of a foreign document on file in said court in the case of the Citizens' Bank of Louisiana & al. vs. United States.

Witness my hand and the seal of said court, at the city of New Orleans, this 16th day of July, A. D. 1873.

[SEAL.] F. A. WOOLFLEY,
Clerk.

569 *Document "E."—Letter dated Sept'r 3rd*, 1861.

Messieurs A. MARCUARD & Co., *Paris:*

GENTLEMEN: The bearer of this letter of credit is the honorable John Slidell, to whom you are hereby authorized to pay one hundred thousand francs, in such amounts as will suit his convenience, to be charged to our account, and for which you will take, at the ruling rate of exchange at the time, either his draft on his agent in New Orleans, or his own receipt, in case all communications should continue to be interrupted.

Please receive the assurance of most respectful consideration.

(Signed) EUG. ROUSSEAU,
Cashier.

570 UNITED STATES OF AMERICA:

Circuit court of the United States, fifth circuit and district of Louisiana.

CLERK'S OFFICE.

I, Francis A. Woolfley, clerk of said court, do hereby certify that the foregoing is a true and perfect copy of the translation of a foreign document on file in said court in the case of Citizens' Bank vs. United States.

Witness my hand and the seal of said court, at the city of New Orleans, this 16th day of July, A. D. 1873.

[SEAL.] F. A. WOOLFLEY,
Clerk.

571 *Documents Nos.* 10, 11, 12, 13, 14, *produced by the bank.*

No. 10.

Received from Messrs. Ad. Marcuard & Co. the sum of seventy thousand francs, to be charged by them to the account of the Citizens' Bank of Louisiana, in New Orleans.

Made in triplicate, Paris, the thirteenth of May, 1862, the present one being a duplicate.

fs. 70,000.] (Signed) JOHN SLIDELL.

No. 11.

Received from Messrs. Ad. Marcuard & Co. the sum of ten thousand francs, which they will charge to the account of the Citizens' Bank of Louisiana, in New Orleans.

Made in triplicate, Paris, the 21st March, 1862, this being aduplicate.

fs. 10,000.] (Signed) JOHN SLIDELL.

No. 12.

Received from Messrs. Ad. Marcuard & Co. the sum of ten thousand francs, which they will charge to the account of the Citizens' Bank of Louisiana, in New Orleans.

572 Made in triplicate, Paris, the 27th February, 1862, this being a duplicate.

fs. 10,000.] (Signed) JOHN SLIDELL.

No. 13.

Received from Messrs. Ad. Marcuard & Co. the sum of ten thousand francs, to be charged by them to the account of the Citizens' Bank of Louisiana, in New Orleans.

Made in triplicate, Paris, the 20th February, 1862, this being a duplicate.

fs. 10,000.] (Signed) JOHN SLIDELL.

No. 14.

Mr. EUGENE ROUSSEAU, *Cashier of the Citizens' Bank of Louisiana.*
(Care of Messrs. Cahuzac Brothers, Havana.)

PARIS, *May 13th*, 1862.

SIR: We hereby confirm the contents of our letter of the 30th April, a copy whereof is herewith, and having no communication from you to answer, we inclose the receipt of the payment this day made by us
573 to Mr. John Slidell, of seventy thousand francs, charged to your account. This payment makes up the amount of credit opened to him in our house.

We refer you to the catalogue of our present ruling rates, and give you the assurance of our respectful consideration.

(Signed) AD. MARCUARD & CO.

UNITED STATES OF AMERICA:

Circuit court of the United States, fifth circuit & district of Louisiana.

CLERK'S OFFICE.

I, Francis A. Woolfley, clerk of said court, do hereby certify that the foregoing 3 pages contain a true and perfect copy of the translation of a foreign document on file in said court in the case of Citizens' Bank et al. vs. United States.

Witness my hand and the seal of said court, at the city of New Orleans, this 16th day of July, A. D. 1873.

[SEAL.] F. A. WOOLFLEY, *Clerk.*

574 *Copy of act under private signature as recorded in mortgage-office in B. 78, fo. 380.—July 29th*, 1862.

The following agreement has been entered into between Mr. Frederick Adolphe Marcuard, banker, residing at No. 18 Bergere street, in Paris, of the 1st part, and Mr. John Slidell, a resident of the parish of St. John the Baptist, in the State of Louisiana, but at this moment in Paris, at No. 37 on the avenue of the Elysean Fields, of the 2nd part.

Mr. Slidell hereby acknowledges that he is justly and truly indebted unto Mr. Marcuard in the sum of two hundred and fifty thousand francs, being the amount of a loan of money advanced to him by Mr. Marcuard in notes of the Bank of France, which Mr. Slidell accepts as equal to current coin to be applied to and used by him in his affairs and business.

Mr. Slidell binds himself to refund to Mr. Marcuard the said sum of two hundred and fifty thousand francs in one year from the date
575 hereof, and until the full payment of said sum to pay thereon five per cent. per annum interest, without delay, the same to be paid semi-annually on the first of January and first of July in each and every year.

The payment, both of the principal and of the interests, shall be made, by special agreement between the parties, at the domicile of Mr. Marcuard; the said payments shall be made in gold or silver, and not

otherwise, notwithstanding any laws, decrees, ordinances, or all other acts emanating from the French or American Government, or authorities, which would authorize any other mode of payment, Mr. Slidell hereby expressly renouncing the benefit of any such law.

In default of the punctual payment of any of the semi-annual installments for the interests, and after a delay of thirty days, at the expiration of which Mr. Slidell shall be notified at his domicile, by him above specified, that he has been put in default, the amount of Mr. Sli-
576 dell's indebtedness in principal shall become due and payable, as Mr. Marcuard may determine, without the necessity of resorting to any judicial proceedings.

In the event of Mr. Marcuard being compelled to bring suit for the recovery of the above debt against the real estate mortgaged in his favor, or against the debtor, Mr. Slidell, personally, betore any of the competent courts of justice in the State of Louisiana, it is agreed and understood that the amount due him shall be reimbursed at the ruling rate of exchange on Paris at sight, payable in specie, and that all attorney's fees which Mr. Marcuard would have to pay to enforce the payment of the present obligation, which attorney's fees are fixed at five per cent. by the parties hereto, then, and in that case, the said attorney's fees shall be considered among the costs and charges incurred for the recovery, by legal proceedings, of the whole debt, and the payment of said costs, charges, and attorney's fees shall be secured
577 by the mortgage granted by Mr. Slidell on his real estate.

It is further understood that in case of judicial proceedings being instituted in the State of Louisiana, the interest above stipulated shall come up to eight per cent., being the legal rate of interest in Louisiana, from the date hereof until final payment.

In order to secure the full and punctual reimbursement of the amount, in principal, of the present obligation and of the interest, costs, and accessories accruing, or which may accrue, upon the same, Mr. Slidell does hereby specially mortgage and hypothecate in favor of Mr. Marcuard, present and accepting, the estate hereinafter described belonging to him and situated in the city of New Orleans, State of Louisiana, North America, to wit:

1st. A store situated on Custom-house street, between Levee and Chartres streets, occupied by Messieurs Gratiat & Camp, having twenty-nine feet, old French measurement, and now rented at
578 fifteen hundred dollars a year.

2nd. A dwelling-house on Royal street, between Conti and Bienville streets, occupied by Mr. Runkel, measuring about twenty-five feet (local measure) front on Royal street by eighty feet in depth; rented at fifteen hundred dollars a year.

3rd. Two stores on the levee, between Custom-house and Bienville streets, measuring each twenty-four feet five inches front and running back in depth to Clinton street; the said two stores being occupied by Plass & Camp, who pay a rent of three thousand dollars a year.

4th. Two lots, 50 & 52, on Camp street, between Gravier & Natchez streets, measuring each 21 feet front by 71 feet in depth, occupied by the Merchants' Bank in consideration of an annual rent of two thousand eight hundred dollars, the lessees having assumed the obligation of paying all taxes assessed on said property.

5th. Two stores on Common street, between St. Charles and Camp streets, measuring each 22 feet 6 inches front by 111 feet in depth; rented to Messieurs Pino & Levegue at the rate of $4,000 a year.

579 6th. Two stores, 34 & 36 St. Charles street, between Gravier

and Common streets, measuring each 21 feet front by 60 feet in depth; rented to Mr. J. Moreau for and in consideration of an annual rent of $5,000.

7th. Four stores at the corner of Market street and New Levee street, having together a front of 48 feet on New Levee street by 110 feet in depth and front on Market street; rented to several persons for and in consideration of $1,800 per year.

8th. Two vacant lots of ground on New Levee street, between Louisa and Delord streets, having together a front of fifty feet by 87 feet in depth; rented to Mr. Filkins at the rate of $1,500 a year.

9th. Two vacant lots, having each a front of 27 feet on Baronne street, between Poydras & Hevia streets, by a depth of 107 feet; also two vacant lots on Hevia street, between Baronne and Philippa streets, having each a front of 27 feet by a depth of 108 feet; the whole being rented to Mr. D. H. Fowler for $600, together with all taxes thereon.

580 10th. A house on Foucher street, having a front of 21 feet by 110 feet in depth; rented to Mr. Pryal for $420 a year.

11th. A house on Poydras street, between Philippa and Circus streets, having a front of 40 feet by 80 feet in depth; rented to Mr. J. McCrea for $600 a year.

12th. A portion of ground forming the corner of Jersey and Josephine streets, having a front of 180 feet on Josephine street, by 120 feet on Jersey street, (French measurement,) together with several frame houses on said portion of ground; the whole being rented to Mr. Clarens for $900 a year.

13th. A square of ground, No. 740, bounded by Carlos, Scott, Gravier streets and the new canal.

A square of ground, being No. 581, bounded by Canal, Gasquet, Dorgenois, and Broad streets.

A square of ground, No. 608, bounded by Canal, Gasquet, Dupré, and White streets.

A square of ground, No. 631, bounded by Canal, Gasquet, Dupré, and Gayoso streets.

581 A square of ground, No. 632, bounded by Canal, Gasquet, Gayoso, and Salcedo streets.

A square of ground, No. 114, bounded by Canal, Salcedo, Custom-house, and Gayoso streets.

A square of ground, No. 115, bounded by Custom-house, Salcedo, Bienville, and Gayoso streets.

A square of ground, No. 118, bounded by Conti, Lopez, Salcedo streets and Carondolet Canal.

14th. A tract of land containing 92 acres, acquired by an act executed before A. Mazureau, notary public, on the 28th of August, 1843, the same being divided into squares and lots designated by the numbers 69, 70, 71, 74, 75, 76, 77, & 79 to 115 inclusive, the whole comprising forty-six squares and 738 lots, between the Shell road and Dorgenois street and the division lines of Lafayette City and Carrollton.

The above described property is valued at the following prices, viz:

The property described under number one is valued at sixteen

582 thousand dollars, 1 ..... $16,000

The property, No. 2	14,000
The property, No. 3	32,000
The property, No. 4	30,000
The property, No. 5	35,000
The property, No. 6	35,000
The property, No. 7	15,000

otherwise, notwithstanding any laws, decrees, ordinances, or all other acts emanating from the French or American Government, or authorities, which would authorize any other mode of payment, Mr. Slidell hereby expressly renouncing the benefit of any such law.

In default of the punctual payment of any of the semi-annual installments for the interests, and after a delay of thirty days, at the expiration of which Mr. Slidell shall be notified at his domicile, by him above specified, that he has been put in default, the amount of Mr. Sli-
576 dell's indebtedness in principal shall become due and payable, as Mr. Marcuard may determine, without the necessity of resorting to any judicial proceedings.

In the event of Mr. Marcuard being compelled to bring suit for the recovery of the above debt against the real estate mortgaged in his favor, or against the debtor, Mr. Slidell, personally, before any of the competent courts of justice in the State of Louisiana, it is agreed and understood that the amount due him shall be reimbursed at the ruling rate of exchange on Paris at sight, payable in specie, and that all attorney's fees which Mr. Marcuard would have to pay to enforce the payment of the present obligation, which attorney's fees are fixed at five per cent. by the parties hereto, then, and in that case, the said attorney's fees shall be considered among the costs and charges incurred for the recovery, by legal proceedings, of the whole debt, and the payment of said costs, charges, and attorney's fees shall be secured
577 by the mortgage granted by Mr. Slidell on his real estate.

It is further understood that in case of judicial proceedings being instituted in the State of Louisiana, the interest above stipulated shall come up to eight per cent., being the legal rate of interest in Louisiana, from the date hereof until final payment.

In order to secure the full and punctual reimbursement of the amount, in principal, of the present obligation and of the interest, costs, and accessories accruing, or which may accrue, upon the same, Mr. Slidell does hereby specially mortgage and hypothecate in favor of Mr. Marcuard, present and accepting, the estate hereinafter described belonging to him and situated in the city of New Orleans, State of Louisiana, North America, to wit:

1st. A store situated on Custom-house street, between Levee and Chartres streets, occupied by Messieurs Gratiat & Camp, having twenty-nine feet, old French measurement, and now rented at
578 fifteen hundred dollars a year.

2nd. A dwelling-house on Royal street, between Conti and Bienville streets, occupied by Mr. Runkel, measuring about twenty-five feet (local measure) front on Royal street by eighty feet in depth; rented at fifteen hundred dollars a year.

3rd. Two stores on the levee, between Custom-house and Bienville streets, measuring each twenty-four feet five inches front and running back in depth to Clinton street; the said two stores being occupied by Plass & Camp, who pay a rent of three thousand dollars a year.

4th. Two lots, 50 & 52, on Camp street, between Gravier & Natchez streets, measuring each 21 feet front by 71 feet in depth, occupied by the Merchants' Bank in consideration of an annual rent of two thousand eight hundred dollars, the lessees having assumed the obligation of paying all taxes assessed on said property.

5th. Two stores on Common street, between St. Charles and Camp streets, measuring each 22 feet 6 inches front by 111 feet in depth; rented to Messieurs Pino & Levegue at the rate of $4,000 a year.

579 6th. Two stores, 34 & 36 St. Charles street, between Gravier

and Common streets, measuring each 21 feet front by 60 feet in depth; rented to Mr. J. Moreau for and in consideration of an annual rent of $5,000.

7th. Four stores at the corner of Market street and New Levee street, having together a front of 48 feet on New Levee street by 110 feet in depth and front on Market street; rented to several persons for and in consideration of $1,800 per year.

8th. Two vacant lots of ground on New Levee street, between Louisa and Delord streets, having together a front of fifty feet by 87 feet in depth; rented to Mr. Filkins at the rate of $1,500 a year.

9th. Two vacant lots, having each a front of 27 feet on Baronne street, between Poydras & Hevia streets, by a depth of 107 feet; also two vacant lots on Hevia street, between Baronne and Philippa streets, having each a front of 27 feet by a depth of 108 feet; the whole being rented to Mr. D. H. Fowler for $600, together with all taxes thereon.

580 10th. A house on Foucher street, having a front of 21 feet by 110 feet in depth; rented to Mr. Pryal for $420 a year.

11th. A house on Poydras street, between Philippa and Circus streets, having a front of 40 feet by 80 feet in depth; rented to Mr. J. McCrea for $600 a year.

12th. A portion of ground forming the corner of Jersey and Josephine streets, having a front of 180 feet on Josephine street, by 120 feet on Jersey street, (French measurement,) together with several frame houses on said portion of ground; the whole being rented to Mr. Clarens for $900 a year.

13th. A square of ground, No. 740, bounded by Carlos, Scott, Gravier streets and the new canal.

A square of ground, being No. 581, bounded by Canal, Gasquet, Dorgenois, and Broad streets.

A square of ground, No. 608, bounded by Canal, Gasquet, Dupré, and White streets.

A square of ground, No. 631, bounded by Canal, Gasquet, Dupré, and Gayoso streets.

581 A square of ground, No. 632, bounded by Canal, Gasquet, Gayoso, and Salcedo streets.

A square of ground, No. 114, bounded by Canal, Salcedo, Custom-house, and Gayoso streets.

A square of ground, No. 115, bounded by Custom-house, Salcedo, Bienville, and Gayoso streets.

A square of ground, No. 118, bounded by Conti, Lopez, Salcedo streets and Carondolet Canal.

14th. A tract of land containing 92 acres, acquired by an act executed before A. Mazureau, notary public, on the 28th of August, 1843, the same being divided into squares and lots designated by the numbers 69, 70, 71, 74, 75, 76, 77, & 79 to 115 inclusive, the whole comprising forty-six squares and 738 lots, between the Shell road and Dorgenois street and the division lines of Lafayette City and Carrollton.

The above described property is valued at the following prices, viz:

The property described under number one is valued at sixteen

582 thousand dollars, 1 ..... $16,000

The property, No. 2	14,000
The property, No. 3	32,000
The property, No. 4	30,000
The property, No. 5	35,000
The property, No. 6	35,000
The property, No. 7	15,000

The property, No. 8	4,000
The property, No. 9	12,000
The property, No. 10	3,000
The property, No. 11	7,500
The property, No. 12	9,000
The property, No. 13	40,000
The property, No. 14	45,000
Total value of the whole real estate mortgaged, say	$297,500

Mr. Slidell declares—

First. That all the above-described property belongs to him, having acquired the same by deeds of conveyance in due form of law from sundry , and he binds himself to produce his title-papers to the said Mr. Marcuard, with a view to satisfy him that he has complied with the formalities required by the laws of Louisiana to acquire the full and absolute ownership of the above-described property, and that he has made all the payments and obtained full releases and acquittances there-
583 for, in accordance with the terms and conditions of the deeds and other instruments of writing by which he acquired said property.

2nd. That he married Mrs. Mathilda Deslonde, and that by contract establishing the clauses and conditions of his marriage, (which marriage contract was executed before the judge of the parish of St. John the Baptist, in the State of Louisiana, on the 16th November, 1835,) the signature of his said wife is not necessary to render valid all sales or mortgages of real estate made by him, and that the legal mortgage in favor of Mrs. Slidell is limited to the property on Custom-house street, described under the number 1, and only for an amount not exceeding six thousand dollars; all of which he binds himself to show by producing his marriage contract.

Third. That all the above-described property (with the exception of the one situated on Custom-house street, which is specially mortgaged to Mrs. Slidell) is entirely free from all legal, conventional, or judicial mortgage.

4th. That all the buildings on the above lots of ground are in-
584 sured against loss by fire in the New Orleans Mutual Insurance Company, in the city of New Orleans, and he hereby binds himself to keep said buildings insured during the continuance of this mortgage, and to place in the hands of Mr. Marcuard the policies of insurance with such transfer, according to the laws and customs of New Orleans, as will be best calculated to hold Mr. Marcuard harmless and indemnify him in case of fire, and the better to secure the payment of the present obligation in principal, interest, costs, & all accessories.

All the agreements herein entered into by the said Mr. Slidell shall be complied with, and the documents which he has promised to produce shall be forthcoming within three months from the date hereof; in default of all which, at the expiration of the said delay of three months, the full amount of the present obligation shall become immediately due and payable, as Mr. Marcuard may think fit to require the payment of the same, without the necessity of putting Mr. Slidell in default,
585 which formality is hereby dispensed, and further without the necessity of obtaining any judgment from a court of justice decreeing that the payment of the present obligation must be enforced.

In order more effectually to carry out the objects and purposes of this contract, Mr. Slidell does by these presents make, nominate, appoint, and constitute Mr. Eugene Rousseau, cashier of the Citizens' Bank of

Louisiana, residing in New Orleans, his special attorney in fact, for him, and in his name to take charge of and manage and administer on all the real estate described in the present mortgage; to extend or renew the leases of the same, for such prices, under such terms and conditions, and with such persons as he may think proper; to receive all rents and receipt for the same; to make remittances to Messieurs Ad. Marcuard & Co., bankers, who upon receipt of said remittances shall have full power and authority to apply and use the same for the payment of the interest and principal of the present obligation, and of all costs and charges; to deposit one of the triplicates of this
586 contract in the office of any notary public in the city of New Orleans, who shall enregister the same among his notarial records and then cause the same to be recorded in the office of the recorder of mortgages in New Orleans, in conformity with the laws of the State of Louisiana; to see that all the requirements of the law be complied with in order to insure the validity and rank of this mortgage in favor of Mr. Marcuard; to procure all certificates and other instruments of writing, showing that these formalities have been complied with, and forward the same to Mr. Marcuard or deliver them to be transmitted to him to such other person as may have been appointed or designated by him; to execute and sign all acts; to elect a domicile; with power of substitution and with full authority to do and perform all acts, matters, and things which circumstances may require, though not herein expressly provided for or fully set forth, binding himself to ratify shall be lawfully done by virtue hereof.

Mr. Marcuard hereby declares that he grants the same power
587 and authority to Mr. Rousseau, so far as he himself is particularly concerned.

For the full execution of these presents the parties elect their respective domiciles as follows, viz:

Mr. Marcuard, No. 18 Bergere street, Paris, as before stated.

Mr. Slidell, at his residence, No. 37 Avenue des Champs Elysees.

In case it should become necessary to institute judicial proceedings in New Orleans, the said parties hereto elect as their legal domicile the Citizens' Bank of Louisiana, in the said city of New Orleans.

The present contract made in triplicate originals in the presence of—

1st. Mr. John Abraham André Poupart, Baron of Neuflize, residing at No. 18 Bergere street, Paris.

2nd. Mr. Louis Alfred André, banker, residing at No. 27 Londres street, Paris; both witnesses who have identified Mr. Slidell and Mr. Marcuard, whom they declare to be well acquainted with, and further declare their handwriting and signatures hereto affixed as genuine and true, the present document having been signed by them in their presence, at Paris, the fourth of June, eighteen hundred and sixty-two.

588 The handwriting approved. Good for two hundred and fifty thousand francs.

Twelve words erased as

JOHN SLIDELL.

A. DE NEUFLEZE, *witness.*
ALFRED ANDRÉ, *witness.*

The handwriting approved.

AD. MARCUARD.

Witnesses to the signatures of John Slidell and of Ad. Marcuard:

E. A. BRADFORD.
D. D. WITHERS.

Seen and examined by me, mayor of the ninth arrondissement of Paris, for legalization of the signatures of MM. Ad. Marcuard and John Slidell; subscribed in our presence and in presence of Mr. Poupart de Neuflize, John Abraham André, banker, No. 18 Bergere street, and Louis Alfred André, banker, 27 Londres street, witnesses who have certified to the identity of the said parties and have signed, together with me, the undersigned, mayor.

Paris, the fourth of June, eighteen hundred and sixty-two.

ANCELL. [SEAL.]

589 Seen for legalization of the signature of Mr. Ancell, an adjunct to the mayor of the 9th arondissement, hereto affixed.

PARIS, *the 10th of June*, 1862.

The prefect of the Seine, for the prefect, and by proxy the secretary-general of the prefecture.

M. G. SEGAUD. [SEAL.]

The minister of foreign affairs certifies as genuine the signature of M. G. Segaud.

PARIS, *the 11th June*, 1862.

By authority of the minister, you the sub-director, chief of the chancellerie.

DUBOIS. [SEAL.]

Seen for legalization of the signature affixed hereto by Mr. Dubois, sub-director, chief of the chancellerie at the ministry of foreign affairs at Paris, to which signature full faith and credit is due judicially and extra-judicially.

NEW ORLEANS, *28th July*, 1862.

Counsel of France,
ATE MEJAU.

No. of the above, 1150; Art. 58 of tarif; 12 f. 50 cts. salrit.

590 UNITED STATES OF AMERICA:

Circuit court of the United States, fifth circuit and district of Louisiana.

CLERK'S OFFICE.

I, Francis A. Woolfley, clerk of said court, do hereby certify that the foregoing 16 pages contain a true and perfect copy of the translation of a foreign document on file in said court in the case of Citizens' Bank et al. vs. United States.

Witness my hand and seal of said court, at the city of New Orleans, this 16th day of July, A. D. 1873.

[SEAL.] F. A. WOOLFLEY,
Clerk.

591 *Act of mortgage under private signature.*

Nos. 241, 242, 243.

The following agreement has been entered into between Mr. Frederick Adolphe Marcuard, banker, residing at No. 18 Bergere street, in Paris, of the first part, and Mr. John Slidell, a resident of the parish of St. John the Baptist, in the State of Louisiana, but at this moment in

Paris, at No. 37 on the avenue of the Elysian Fields, of the second part:

Mr. Slidell hereby acknowledges that he is justly and truly indebted unto Mr. Marcuard in the sum of two hundred and fifty thousand francs, being the amount of a loan of money advanced to him by Mr. Marcuard in notes of the Bank of France, which Mr. Slidell accepts as equal to current coin, to be applied to and used by him in his affairs and business.

Mr. Slidell binds himself to refund to Mr. Marcuard the said sum of two hundred and fifty thousand francs in one year from the date hereof, and, until the full payment of said sum, to pay thereon five per
592 cent. per annum interest, without delay; the same to be paid semi-annually, on the first of January and first of July in each and every year.

The payments both of the principal and of the interest shall be made, by special agreement between the parties, at the domicile of Mr. Marcuard. The said payments shall be made in gold or silver, and not otherwise, notwithstanding any laws, decrees, ordinances, or all other acts emanating from the French or American Governments or authorities which would authorize any other mode of payment, Mr. Slidell hereby expressly renouncing the benefit of any such law.

In default of the punctual payment of any of the semi-annual installments for the interest, and after a delay of thirty days, at the expiration of which Mr. Slidell shall be notified, at his domicile, by him above specified, that he has been put in default, the amount of Mr. Slidell's indebtedness in principal shall become due and payable as Mr. Marcuard may determine, without the necessity of resort-
593 ing to any judicial proceedings.

In the event of Mr. Marcuard being compelled to bring suit for the recovery of the above debt against the real estate mortgaged in his favor or against the debtor, Mr. Slidell, personally, before any of the competent courts of justice in the State of Louisiana, it is agreed and understood that the amount due him shall be reimbursed at the ruling rate of exchange on Paris at sight, payable in specie, and that all attorney's fees which Mr. Marcuard would have to pay to enforce the payment of the present obligation, which attorney's fees are fixed at five per cent. by the parties hereto, then and in that case the said attorney's fees shall be considered among the costs & charges incurred for the recovery by legal proceedings of the whole debt, and the payment of said costs, charges, and attorney's fees shall be secured by the mortgage granted by Mr. Slidell on his real estate.

594 It is further understood that, in case of judicial proceedings being instituted in the State of Louisiana, the interest above stipulated shall come up to eight per cent., being the legal rate of interest in Louisiana, from the date hereof until final payment.

In order to secure the full and punctual reimbursement of the amount in principal of the present obligation and of the interest, costs, and accessories accruing, or which may accrue, upon the same, Mr. Slidell does hereby specially mortgage and hypothecate in favor of Mr. Marcuard, present and accepting, the real estate, hereinafter described, belonging to him, and situated in the city of New Orleans, State of Louisiana, North America, to wit:

1st. A store situated on Custom-house street, between Levee and Chartres streets, occupied by Messrs. Gratiat & Camp, having twenty-nine feet, old French measurement, and now rented at fifteen hundred dollars a year.

595 2nd. A dwelling-house on Royal street, between Conte and Bienville, occupied by Mr. Runkle, measuring about twenty-five feet

(local measure) front on Royal street by eighty feet in depth; rented at fifteen hundred dollars a year.

3rd. Two stores on the levee, between Custom-house and Bienville streets, measuring each twenty-four feet five inches front, and running back in depth to Clinton street; the said two stores being occupied by Plassaus & Camp, who pay a rent of three thousand dollars a year.

4th. Two lots, 50 & 52, on Camp street, between Gravier & Natchez streets, measuring each 21 feet front by 71 feet in depth, occupied by the Merchants' Bank in consideration of an annual rent of two thousand eight hundred dollars, the lessees having assumed the obligation of paying all taxes assessed on said property.

5th. Two stores on Common street, between St. Charles & Camp streets, measuring each 22 feet 6 inches front by 111 feet in depth; rented to Messieurs Pino & Levegue at the rate of $4,000 per year.

6th. Two stores, 34 & 36 St. Charles street, between Gravier &
596 Common streets, measuring each 21 feet front by 60 feet in depth; rented to Mr. J. Moreau for and in consideration of an annual rent of $5,000.

7th. Four stores at the corner of Market street and New Levee streets, having together a front of 48 feet on New Levee street by 110 feet in depth & front on Market street; rented to several persons for & in consideration of $1,800 per year.

8th. Two vacant lots of ground on New Levee street, between Louisa and Delord streets, having together a front of fifty feet by 87 feet in depth; rented to Mr. Filkins at the rate of $1,500 a year.

9th. Two vacant lots having each a front of 27 feet on Baronne street, between Poydras & Hevia streets, by a depth of 107 feet; also two vacant lots on Hevia street, between Baronne and Philippi streets, each a front of 27 feet by a depth of 108 feet; the whole being rented to Mr. D. H. Fowler for $600, together with all taxes thereon.

10th. A house on Foucher street, having a front of 21 feet by 110 feet in depth; rented to Mr. Pryal for $420 a year.

597 11th. A house on Poydras street, between Philippa and Circus streets, having a front of 40 feet by 80 feet in depth; rented to Mr. J. McCrea for $600 a year.

12th. A portion of ground forming the corner of Jersey and Josephine streets, having a front of 180 feet on Josephine street by 120 feet on Jersey street, (French measurement,) together with several frame houses on said portion of ground; the whole being rented to Mr. Clarens for $900 a year.

13th. A square of ground, No. 740, bounded by Carlos, Scott, Gravier streets and the new canal.

A square of ground, being No. 581, bounded by Canal, Gasquet, Dorgenois, and Broad streets.

A square of ground, No. 608, bounded by Canal, Gasquet, Dupre, and White streets.

A square of ground, No. 631, bounded by Canal, Gasquet, Dupre, and Gayoso streets.

A square of ground, No. 632, bounded by Canal, Gasquet, Gayoso, & Salcedo streets.

598 A square of ground, No. 114, bounded by Canal, Salcedo, Custom-House, and Gayoso streets.

A square of ground, No. 115, bounded by Custom-House, Salcedo, Bienville, and Gayoso streets.

A square of ground, No. 118, bounded by Conti, Lopez, Salcedo streets and Carondelet Canal.

14th. A tract of land containing 92 acres, acquired by an act executed before A. Mazureau, notary public, on the 28th of August, 1843, the same being divided into squares and lots designated by the numbers 69, 70, 71, 74, 75, 76, 77, and 79 to 115 inclusive, the whole comprising forty-six squares and 738 lots, between the Shell road and Dorgenois street and the division lines of Lafayette City and Carrollton.

The above-described property is valued at the following prices, viz:

The property described under No. one is valued at sixteen thousand dollars.

The property No. 1	$16,000
The property No. 2	14,000
The property No. 3	32,000
The property No. 4	30,000
The property No. 5	35,000
The property No. 6	35,000
599 The property No. 7	15,000
The property No. 8	4,000
The property No. 9	12,000
The property No. 10	3,000
The property No. 11	7,500
The property No. 12	9,000
The property No. 13	40,000
The property No. 14	45,000
Total value of the whole real estate mortgaged, say	$297,500

Mr. Slidell declares—

1st. That all the above-described property belongs to him, having acquired the same by deeds of conveyance in due form of law from sundry; and he binds himself to produce his title-papers to the said Mr. Marcuard, with a view to satisfy him that he has complied with the formalities required by the laws of Louisiana to acquire the full and absolute ownership of the above-described property, and that he has made all the payments and obtained full releases and acquittances therefor in accordance with the terms and conditions of the deeds and other instruments of writing by which he acquired said property.

600 2nd. That he married Mrs. Mathilda Deslonde, and that by the contract establishing the clauses and conditions of his marriage, (which marriage contract was executed before the judge of the parish of St. John the Baptist, in the State of Louisiana, on the 16th November, 1835,) the signature of his said wife is not necessary to render valid all sales or mortgages of real estate made by him, and that the legal mortgage in favor of Mrs. Slidell is limited to the property on Custom-house street, described under the number 1, and only for an amount not exceeding six thousand dollars; all of which he binds himself to show by producing his marriage contract.

3rd. That all the above-described property (with the exception of the one situated on Custom-house street, which is specially mortgaged to Mrs. Slidell) is entirely free from all legal, conventional, or judicial mortgage.

4th. That all the buildings on the above lots of ground are insured against loss by fire in the New Orleans Mutual Insurance Com-

601 pany, in the city of New Orleans, and he hereby binds himself to keep said buildings insured during the continuance of this mortgage, and to place in the hands of Mr. Marcuard the policies of insurance with such transfer, according to the laws and customs of New Or-

leans, as will be best calculated to hold Mr. Marcuard harmless and indemnify him in case of fire, and the better to secure the payment of the present obligation in principal, interest, costs, and all accessories.

All the agreements herein entered into by the said Mr. Slidell shall be complied with, and the documents which he has promised to produce shall be forthcoming within three months from the date hereof; in default of all which, at the expiration of the said delay of three months, the full amount of the present obligation shall become immediately due and payable, as Mr. Marcuard may think fit to require the payment of the same, without the necessity of putting Mr. Slidell in default, which formality is hereby dispensed with; and further, without the ne-
602 cessity of obtaining any judgment from a court of justice decreeing that the payment of the present obligation must be enforced.

In order more effectually to carry out the objects and purposes of this contract, Mr. Slidell does by these presents make, nominate, appoint, and constitute Mr. Eugene Rousseau, cashier of the Citizens' Bank of Louisiana, residing in the city of New Orleans, his special attorney in fact, for him and in his name to take charge of and manage and administer on all the real estate described in the present mortgage; to extend or renew the leases of the same, for such prices, under such terms and conditions, and with such persons as he may think proper; to receive all rents and receipt for the same; to make remittances to Messieurs Ad. Marcuard & Co., bankers in Paris, who, upon receipt of said remittances, shall have full power and authority to apply and use the same for the payment of the interest and pincipal of the present obli-
603 gation, and of all costs and charges; to deposit one of the triplicates of this contract in the office of any notary public in the city of New Orleans, who shall enregister the same among his notarial records and then cause the same to be recorded in the office of the recorder of mortgages in New Orleans, in conformity with the laws of the State of Louisiana; to see that all the requirements of the law be complied with in order to insure the validity and rank of this mortgage in favor of Mr. Marcuard; to procure all certificates and other instruments of writing showing that these formalities have been complied with, and forward the same to Mr. Marcuard or deliver them to be transmitted to him to such other person as may have been appointed or designated by him; to execute and sign all acts; to elect a domicile, with power of substitution and with full authority to do and perform all acts, matters, and things which circumstances may require, though not herein expressly provided for or fully set forth, binding himself to ratify
604 shall be lawfully done by virtue hereof.

Mr. Marcuard hereby declares that he grants the same power and authority to Mr. Rousseau, so far as he himself is particularly concerned.

For the full execution of these presents the parties elect their respective domiciles as follows, to wit:

Mr. Marcuard, No. 18 Bergere street, Paris, as before stated.

Mr. Slidell, at his residence, No. 37 Avenue des Champs Elyseés.

In case it should become necessary to institute judicial proceedings in New Orleans, the said parties hereto elect as their legal domicile the Citizens' Bank of Louisiana, in the said city of New Orleans.

The present contract made in triplicate originals in the presence of—

1st. Mr. John Abraham André, Poupart, Baron of Newflize, banker, residing at No. 18 Bergere street, Paris;

2nd. Mr. Louis Alfred André, banker, residing at No. 27 Londres street, Paris; both witnesses who have identified Mr. Slidell and

605 Mr. Marcuard, whom they declare to be well acquainted with, and further declare their handwriting and signatures hereto affixed as genuine and true, the present document having been signed by them in their presence, at Paris, the fourth of June, eighteen hundred and sixty-two.

The handwriting approved. Good for two *two* hundred and fifty thousand francs.

Twelve words erased as null.

JOHN SLIDELL.

A. DE NEWFLIZE, *witness.*
ALFRED ANDRÉ, *witness.*

The handwriting approved.

AD. MARCUARD.

Witnesses to the signature of John Slidell and of Ad. Marcuard:
E. A. BRADFORD.
D. D. WITHERS.

Seen and examined by me, mayor of the ninth arrondissement of Paris, for legalization of the signatures of MM. Ad. Marcuard and John Slidell; subscribed in our presence and in presence of Mr. Poupart de Newflize, John Abraham André, banker, Bergere street, No. 18, and André, (Louis Alfred,) banker, 27 Londres street, witnesses who have certified to the identity of the said parties and have signed, to-
606 gether with me, the undersigned, mayor.

Paris, the fourth of June, eighteen hundred & sixty-two.

ANCELL. [SEAL.]

Seen for legalization of the signature of Mr. Ancell, an adjunct to the mayor of the 9th arrondissement, hereto affixed.

Paris, the 10th of June, 1862.

The prefect of the Seine for the prefect, and by proxy the secretary-general of the prefecture.

M. G. SEGAUD. [SEAL.]

The minister of foreign affairs certifies as genuine the signature of M. G. Segaud.

Paris, the 11th June, 1862.

By authority of the minister, you the sub-director, chief of the chancellerie.

DUBOIS. [SEAL.]

Seen for legalization of the signature affixed hereto by Mr. Dubois, sub-director, chief of the chancellerie at the ministry of foreign affairs at Paris, to which signature full faith and credit is due, judicially
607 & extra-judicially.

New Orleans, 28th July, 1862.

Counsel of France,
ATE MÉJAU.

No. of the above, 1150; Art. 58 of tarif; 12 f. 50 cts. salrit.

UNITED STATES OF AMERICA:

Circuit court of the United States, fifth circuit and district of Louisiana, clerk's office:

I, Francis A. Woolfley, clerk of said court, do hereby certify that the

foregoing 16 pages contain a true and perfect copy of the translation of a foreign document on file in said court in the case of Citizens' Bank & al. vs. United States.

Witness my hand and the seal of said court, at the city of New Orleans, this 16th day of July, A. D. 1873.

[SEAL.] F. A. WOOLFLEY, *Clerk.*

608 (Indorsed:) No. 241, Citizens' Bank vs. U. States; No. 242, Merchants' Bank vs. same; No. 243, F. A. Marcuard vs. same. Translations filed September 24th, 1873.

(Indorsement on cover:) No. 241, The Citizens' Bank of Louisiana, plaintiff in error, vs. The United States; No. 242, The Merchants' Bank of New Orleans, plaintiff in error, vs. The United States & Wright R. Fish; and No. 243, F. A. Marcuard, plaintiff in error, vs. The United States. Louisiana C. C. U. S. Filed 12th November, 1872.

Supreme Court of United States.

No. 241.

THE CITIZENS BANK OF LOUISIANA,

Plaintiff in Error,

VERSUS

THE UNITED STATES.

Defendants in Error.

Brief on behalf of Plaintiff in Error.

THOS. ALLEN CLARKE, of Counsel.

CLARK & HOFELINE, PRINT, 9 BANK PLACE, NEAR GRAVIER, N. O.

Supreme Court of United States.

No. 243.

THE CITIZENS BANK OF LOUISIANA,

Plaintiffs in Error,

VERSUS

THE UNITED STATES.

Defendants in Error.

Brief on behalf of Plaintiffs in Error.

STATEMENT.

The property of John Slidell having been libelled by the United States under the provisions of the act of July 17th, 1862, the Citizens Bank of Louisiana prior to the decree of condemnation filed a libel of intervention, (p, 66 et seq.) claiming the rights of mortgagee upon four libelled pieces of property: two stores, lots Nos. 3 and 4 on St. Charles street, and two stores, lots Nos. 5 and 6 on Common street, all in square bounded by St. Charles, Common, Gravier and Camp streets, New Orleans, by virtue of a mortgage passed before Adolphe Boudousquie, Notary, on the 3d May, 1862, and recorded on the same day in Mortgage Office, (page 100 et seq.) to secure the said bank

the amount of 100,000 francs, amount of a letter of credit given said Slidell and wife on Messrs. Marcuard & Co., Paris, the payment of all sums of money that said Slidell and wife have obtained or may obtain from said Marcuard & Co., by their drafts or obligations on said Citizens Bank to said amount, etc.

The District Attorney filed five grounds of exception (page 164) Nov. 20, 1863.

1st. That intervenors are residents of the State of Louisiana, which State is in rebellion and open resistance to the United States.

2d. That the intervention shows no specific lien or interest in the specific property libelled as against the United States.

3d. That the intervenors do not bring themselves within the act of Congress entitled "An act to protect the liens upon vessels in certain cases and for other purposes," approved March 3, 1863.

4th. That the names of the corporators are not disclosed.

5th. That no stipulation has been given with sureties to abide final decree.

On the same day he answered, (page 167) in substance, denies:

1st. That the Bank and persons constituting it are loyal citizens of the United States.

2d. That they have not aided in the rebellion, and avers that they have.

3d. Denies the indebtedness of Slidell to the Bank.

4th and lastly, avers that the intervenors are not within the provisions of the act of March 3d, 1863, "An act to protect the liens upon vessels in certain cases and for other purposes."

The Bank applied to the Court on the 23d November, 1863, for a commission to take testimony in Paris, which was denied—page 182, 188.

The decree of condemnation was entered 18*th March*, 1865, "the legal rights of Intervenors being reserved in the premises"—page 209.

Intervenors' claim was dismissed after trial on 12th July, 1865, (page 396,) for reasons *orally* assigned.

The Bank took a writ of error from the Circuit Court to the District Court which was dismissed. The present is a writ of error to the Circuit Court.

ASSIGNMENT.

The reasons for the action of the District Court do not appear.

That of the Circuit Court was that the case could only be removed from the District Court to the Circuit Court by appeal.

1st. If the action of the District Court was based upon the exceptions of the United States, that action was erroneous in all, each and every respect.

2d. If upon issue joined then there was error in determining the same without the intervention of a jury.

3d. The court erred in refusing a commission to take testimony at Paris.

4th. The Circuit Court erred in dismissing the writ as not warranted by law.

5th. Also in not sustaining the assignment of errors made by plaintiffs in error there.

ARGUMENT.

1st. The exceptions to the intervention are disposed of by inspection of that intervention. All that is required to exhibit their claim is fully set forth in formal language, and if the averments are true, would entitle them to relief.

McVeigh vs. United States, 10 Wal., 267.

2d. The issue was tried by the Court. If that issue one of law contesting the rights of libellants as to the property seized, except in subordination to their title, then the decisions in Union Insurance Company vs. United States, Armstrong's Foundry and United States vs. Hart & Wallace, 759, 766, 770, dispose of the case.

3d. The refusal upon an issue of a commission is too manifestly erroneous to need argument.

4th and 5th. If the issue is one of law, the only mode of relief in the Superior Court is by writ of error. (Authorities above cited).

We ask a reversal of judgment.

THOS. ALLEN CLARKE,

For Plaintiffs in Error.

Supreme Court of United States.

No. 242.

THE MERCHANTS BANK OF NEW ORLEANS
PLAINTIFFS IN ERROR,

VERSUS

THE UNITED STATES AND WRIGHT R. FISH,
DEFENDANTS IN ERROR.

CLARK & HOFELINE, PRINT, 9 BANK PLACE, NEAR GRAVIER, N. O.

Supreme Court of the United States.

No. 242.

THE MERCHANTS BANK OF NEW ORLEANS
PLAINTIFFS IN ERROR,

VERSUS

THE UNITED STATES AND WRIGHT R. FISH,
DEFENDANTS IN ERROR.

STATEMENT.

The United States having libelled under the provisions of the Act of Congress approved 17th July, 1862, a large number of lots of ground in the city of New Orleans, alleged as the property of John Slidell, and subject to forfeiture under the provisions of said act, a decree of condemnation was entered March 18th, 1865—p. 209. A venditioni exponas having issued, the property was advertised for sale by the Marshal. Pending the proceedings for sale on the 6th June, 1865, the Merchants Bank filed an intervention and claim for the buildings on two lots of ground situate in the square of ground bounded by Camp, Magazine, Gravier and Natchez streets, designated by the numbers 8 and 9, on a plan drawn by C. F. Zimpel, on 21st Jan. 1835, averring. (page 368) that upon said ground there is a certain building of brick, the property of said

bank, and lately used by them as a banking house, and that the ownership of said building is fully vested in said corporation, and said building is in no manner liable to be sold as belonging to said Slidell. The bank being in the hands of liquidators, possessing imperfect knowledge, they could not then set up the terms and conditions of their title.

Upon this intervention the District Court entered an order: "Let this intervention be filed, and let the *sale of the property claimed by intervenor be stayed*, until otherwise directed by the Court"—page 371.

This order remains unrevoked. On the 14th December, 1865, liquidators appointed by Gen. Canby, U. S. Army, commanding Department of the Gulf, filed a supplemental intervention (page 431) stating the title of the Bank to said buildings in substance as follows:

On the 24th March, 1850, John Slidell leased to James Robb & Co. the lots aforementioned, and by the terms of the lease the lessor at the termination was to pay for the buildings to be erected by the lessees upon said lots the increased value which the buildings might give to the lots, to be estimated by arbitrators. The Merchants Bank acquired by parol from James Robb & Co. all their interest in said lease, and the property was delivered into their possession and so remained until it was seized by the military authorities of the United States. The lease (page 90) contains the stipulations named.

The Bank was restored to the Directors by Gen. Canby (page 436) and became party to these proceedings. The United States did not put at issue the intervention. The

District Attorney moved for a trial, when, on 19th December, 1865, (page 443) the Court *suo proprio motu* ordered that W. R. Fish. *the purchaser of the property in question*, be made a party, which was accordingly done. Fish excepted, (page 450) setting forth five grounds of exception, succinctly and stripped of verbiage—

1st. That intervenors set up no privilege or lien, legal or equitable, in or to said lands and premises.

2nd. If allegations of intervention are true, they set up no legal right, title or ownership, claim or privilege, in law or equity, but only a brief possession at the will of Slidell.

3rd. That allegations only pretend to a title derived from a sale of immovable property by parol agreement.

4th. That intervention was filed too late, being after condemnation to United States.

5th. That the intervention is defective, as allegations are duplex, alternative, contradictory, conflicting, informal, insufficient, defective and bad.

The District Court dismissed the intervention upon these exceptions. The Bank took a writ of error to the Circuit Court, which affirmed the decree *a qua*. It is now here upon a writ of error from that Court.

ASSIGNMENT.

The Court in our opinion erred

1st. In making W. R. Fish a party.

2nd. In dismissing the intervention for want of legal or equitable right in intervenors, under either of the five exceptions

3rd. In dismissing intervention on the ground that if allegations of appellants are true, they set up no privilege or lien, legal or equitable, in or to said lands and premises.

4th. Also on ground that appellants set up no legal right, title or ownership, claim or privilege, in law or equity, but only a brief possession at the will of Slidell.

5th. Also on ground that appellants only pretend to a title derived from a sale of immovable property by parol agreement.

6th. Also on ground that appellants' intervention was filed too late, being after condemnation to United States.

7th. Also on ground that appellants' intervention is defective; allegations are duplex, alternative, contradictory, conflicting, informal, insufficient, defective and bad.

8th. That the Circuit Court further erred in decreeing that unless the Bank had a lien it could not reverse the decree of the District Court.

ARGUMENT AND AUTHORITIES.

I. Fish had no interest in the buildings by virtue of any purchase he made. He bought the lots only. On the 6th June, 1865, the Court ordered the Marshal "let the sale of the property claimed by intervenor be stayed." The sale afterwards could only be of the lots; these Fish purchased. What interest can he be supposed to have in the buildings. These remain either the property of the United States under the decree of condemnation (which we will consider under our 2nd division) or the property of the intervenors.

The Circuit Court seemed to feel the force of this position, and assigning to Fish the position of *amicus curiæ*, listened to his exceptions as made on behalf of the United States. If he has no personal interest, how can he in any aspect plead in a cause and administer proof or ask relief? If we understand the office of an *amicus curiæ*, it is not as a party to the suit—taking part in the pleadings and trial, but as a disinterested friend, informing the Court as to law. Truly it is a reflection upon the government of the United States to suppose that its law officers are not competent to conduct the pleading and the practice of their causes.

II. The right of the Merchants Bank to the buildings is *jus in re*—a right in and to property.

By article 2704, Civil Code of Louisiana, (Rev. Code, 2733) "If the lessee sells the thing leased, the purchaser cannot turn out the tenant before the lease has expired, unless the contrary has been stipulated." This article is a modification extending to *all* leases of the Code Napoleon, 1743, which is limited to an authentic lease, or one of which the date is certain. By the Roman law, Code, lib. 4, tit. 15, de locato et conducto, No. 9, *Emptorem*, a sale of leased premises dissolved the lease, leaving the tenant the right to look to his lessor for indemnification. But the new legislation in France is regarded as making a grave change in the matter of lease. It causes the right of the lessee to pass from the class of relative rights (*jus ad rem*) into the category of absolute rights (*jus in re*).

2 Troplong, Echange et Louage, § 473.

Toulier 3, Des Biens, § 387.

By article 2697, C. C. La. (Rev. C. 2726) "The lessee has a right to remove the improvements and additions which he has made to the thing let, provided he leaves it in the state in which he received it.

"But if these additions be made with lime and cement the lessor may retain them, on paying a fair price."

The contract between Slidell and James Robb & Co., provides for the construction of the buildings and the payment therefor. The *jus in re* covers all the terms of the contract. The *right of retention* until the payment is a consequence.

This right of retention exists in Louisiana in all analogous cases: instance that of an evicted party in a petitory action who is maintained in his possession until the value of his improvements are paid by the evictors.

Fletcher vs. Cambier, 10 La. 119.

Wilson vs. Marshall, 10 An. 327.

Stanborough vs. Wilson, 13 An. 494.

Coleman vs. Ballard, 13 An. 572.

While the right of retention, *droit de retention*, is a corollary of the *jus in re*, one may have the former without the latter.

These are determinations based upon Article 500 C. C., (Rev'd C. C. 508.

"Where plantations, constructions and works have been made by a third person, and with such persons own materials, the owner of the soil has a right to keep them or to compel this person to take away or demolish the same.

If the owner requires the demolition of such works, they

shall be demolished at the expense of the person who erected them, without any compensation; such person may even be sentenced to pay damages, if the case requires it, for the prejudice which the owner of the soil may have sustained.

If the owner keeps the works, he owes to the owner of the materials nothing but the reimbursement of their value and of the price of workmanship, without any regard to the greater or less value which the soil may have acquired thereby.

Nevertheless, if the plantations, edifices or works have been made by a third person evicted, but not sentenced to make restitution of the fruits, because such person possessed *bona fide*, the owner shall not have a right to demand the demolition of the works, plantations, or edifices, but he shall have his choice, either to reimburse the value of the materials and the price of workmanship, or to reimburse a sum equal to the enhanced value of the soil."

The civil law differs from the common law as regards *jus in re*, as contrasted with *jus ad rem*. In the civil law the former corresponds with the idea of the common law of *thing in possession*. Bouvier, verbo Jus in re.

The right of the tenant to remove or demolish, or retain until paid, comprehends all the elements of dominion, or property. Jus utendi et abutendi.

The *droit de retention* is a consequence, or rather corollary of the *jus in re*. Troplong 2, Echange et Louage, § 482.

The jus in re is an active or aggressive right. The *droit*

de retention may be simply a passive right. 2 Troplong, Echange et Louage, § 493.

The agreement between Robb and Slidell does not vary their legal relations to the buildings themselves. Robb might have built and claimed according to the terms of law. Slidell agreed that he might build, and that he would pay for the buildings at the termination of the lease, at a rate to be fixed by arbitration, the arbitrators to ascertain the amount of the increased value of the soil caused by the buildings. The same right of reten tion of premises, until payment, or the right to remove on failure, exists in the case as if no agreement had been made inlease. The law was pre-supposed by both parties, and modified by the law of the contract, in so far as it provided; but no farther. Had the law of the contract been by an act of the legislature, the two would have been construed together as laws in *pari materia*.

By the confiscation acts the rights of the offender are alone seizable. The rights of Slidell in this case were to the naked lots. It could not be pretended that he could obtain possession of the buildings without paying for them. The possession was disturbed by the United States. Fish obtained only the rights of the United States. He cannot claim the buildings, for the sale was prohibited. He is not in the condition of a bona fide third person without notice. Whatever he purchased was with full notice of the Merchants Bank's rights.

These rights are higher than those of lien or mortgage. The property itself subject to a contract to deliver upon payment of a price to be agreed upon.

III. By Civil Code, 2653, (Rev. C. C. 2685,) "Leases may be made either by written or verbal contract."

When the United States divested the Merchant's Bank, it held under a reconduction of the lease. All its terms and conditions remained as at first. Slidell could not rightfully dispossess without paying for the buildings. The United States could take no more than Slidell.

This disposes of the 2d and 3d points of Fish's exceptions.

IV. The condemnation is limited by the statute. The United States are not third parties and cannot assert what possibly might be asserted by third parties bona fide and without notice, put in possession of that which might be ostensibly Slidell's.

As between the United States and the Bank, if the decree was erroneous and so regarded upon error, no title has passed beyond the naked lots. The operation of the decree reversing the condemnation would be to restore that which has not been sold. The buildings have not been sold; the decree should be to restore the property claimed. with the rents and revenues.

V. If the decree of condemnation by the District Court should he affirmed, it would cover only the rights and title of Slidell, subject to all the possessory rights, or the rights of retention under the lease.

In England, under its confiscation laws, "The crown or its grantee, on forfeiture takes the estate forfeited, subject to all the charges binding the party, though voluntary, if no fraud, but not subject to debts at large, and

has the same equity to be relieved against a conveyance as the party had for fraud against him.

2 Vesey, Jr., 116.

2 Spence Eq. Jur. 774.

1 Phil. R. 733.

Giles vs. Grover, 6 Bli. 292.

Comyn's Dig., verbo Forfeiture.

In America, under former statutes the same principle exists.

Borland vs. Dean, 4 Mason, 174.

Beach vs. Woodhull, Peter's C. C. 2.

Higgins vs. Mein, 4 Cr. 415.

5 Binn. 154.

1 Wash. C. C. R. 299.

Cam. & Nor. N. C. R. 217, 249.

It is useless to multiply authorities which are all of the same tenor. They possess the true spirit of civilization. Others will be referred to in arguments for other interests.

In Day vs. Micou, lately presented to the Court, reference was made to this subject.

The decree of the Circuit Court should be reversed, and the appellant restored to possession of its buildings with the rents and profits.

THOS. ALLEN CLARKE,

For Appellant.

Supreme Court of United States.

No. 243.

F. A. MARCUARD, Plaintiff in Error

VERSUS

UNITED STATES, Defendants in Error.

Brief on behalf of Plaintiff in Error.

THOS. ALLEN CLARKE, of Counsel.

CLARK & HOFELINE, PRINT, 9 BANK PLACE, NEAR GRAVIER, N. O.

Supreme Court of United States.

No. 243.

F. A. MARCUARD, Plaintiff in Error

VERSUS

UNITED STATES, Defendants in Error.

Brief on behalf of Plaintiff in Error.

STATEMENT.

The property of John Slidell having been libelled by the United States under the provisions of the act of July 17th, 1862, Frederick Adolphe Marcuard, a French citizen, intervened (page 82) claiming the lien and privilege of a mortgagee upon the property by virtue of a mortgage executed at Paris, France under private signature, on the 4th June, 1862, by Slidell in his favor, to secure the loan of 250,000 francs. The act was recorded in the Mortgage Office, New Orleans, July 14, again on 29th July, and again on 9th August, 1862. The United States District Attorney, on 20th Nov. 1863, filed exceptions to the intervention, and the same day an answer. Exceptions:

1st. That Rousseau, Marcuard's agent, is a resident of Louisiana, which State is in rebellion against the United States.

2d. That intervention improperly introduces private letters, orders of military commanders and is argumentative.

3d. That intervention shows that no specific lien on or interest in the specific property libelled as against the United States.

4th. That intervenor has not given a stipulation with sureties to abide by the decree rendered.

The answer denies:

1st. That Marcuard is an alien, residing in France; that Rousseau, his agent, is a loyal citizen of the United States; that the purported claim is a bona fide claim of any citizen of any foreign state or power at peace and amity with the United States.

2d. It charges that the intervenor is not an alien friend or neutral alien of the United States, and avers that he has aided, countenanced and abetted both before and since the 17th July, 1862, the enemies of the United States knowingly and wilfully, in the existing rebellion.

3d. That the act of March 3d, 1863, entitled an "Act to protect the liens upon vessels and other property," provides the rights and remedies of parties, and that Marcuard is not entitled to relief under said libel.

On the 23d November, 1863, intervenor moved, upon

filing an affidavit, for a commission to Paris to take testimony of witnesses named. The motion was overruled.

Subsequently the property was condemned, reserving the intervenor's rights for future adjudication.

Upon trial, the District Court dismissed the claim, assigning its reasons orally. These reasons therefore are not apparent upon the record.

The Intervenor obtained a writ of error from the Circuit to the District Court. This writ was dismissed. The case is now here on error to the Circuit Court.

ASSIGNMENT.

The grounds of dismissal by the District Court were stated orally, and do not appear upon the record.

1. If the judgment of the District Court was upon the exceptions of the United States, that action was erroneous in each and every respect.

2. If upon issue joined, then there was error in determining the same without the intervention of a jury.

3. The court erred in refusing a commission to take testimony at Paris.

4. The Circuit Court erred in dismissing the writ as not warranted by law.

5. Also in not sustaining the assignment of errors made by plaintiffs in error there.

ARGUMENT.

1. The exceptions require a mere inspection to dispose of them as having no force.

The intervention is formal, asserts legal rights by a

capacitated party, within all the rules of such proceedings, and asks for proper relief, which would be granted if allegations substantiated.

McVeigh vs. United States, 10 Wal. 267.

2. The issue was tried by the court. If an issue at law, it should have been tried by a jury.

Union Insurance Company vs. United States.

Armstrong's Foundry.

United States vs. Hart, 6 Wallace, 759, 766, 770.

3. The right to a commission upon affidavit, is a right universally recognized.

4 and 5. If the issue is one at law, the only mode of relief in the superior court is by writ of error. (Above authorities.) We ask a reversal of judgment, and the usual relief.

THOS. ALLEN CLARKE,
For Plaintiff in Error.